



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
JUNE 21, 2023, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
JUNE 21, 2023, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. SWEARING IN FOR HONORABLE COMMISSIONER MARTY DICKENS

III. PUBLIC COMMENTS

**A. Special Presentation: David Read & David Wright - Outstanding Service
- pg 6**

Attachment: [PD MEMO for David Read-Outstanding Service.pdf](#)

Attachment: [PD 4 Memo Wright - Wilds Award.pdf](#)

B. Other Comments

IV. MINUTES - pg 8

Consideration of the Minutes of the Regular Meeting held May 17, 2023

Attachment: [MINUTES BOC MAY 2023.pdf](#)

V. PUBLIC WORKS

A. Monthly Reports - LS pg 14

Attachment: [PW 1 Monthly Report.pdf](#)

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B. Approve TDOT Grant Contract Amendment 1 for the Harding Pike Sidewalk Project - JM pg 26

Attachment: [PW 2 Memo and TDOT Contract.pdf](#)

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C. Update on Other Grant Projects - JM At Meeting

VI. CITY SERVICES

A. Public Safety

1. Monthly Reports - CW pg 34

Attachment: [PD 1 May Stats.pdf](#)

Attachment: [PD 2 May Summary.pdf](#)

Attachment: [PD 3 Wex.pdf](#)

Attachment: [PD 4 LPR.pdf](#)

Attachment: [PD 5 Sexton Report.pdf](#)

2. Approve Contract with NashComm for Police Radio Patch - CW pg 40

Attachment: [PD MEMO for Motorola.pdf](#)

Attachment: [PD NashComm Quote.pdf](#)

B.Health and Sanitation

1. Monthly Reports - LS pg 42

Attachment: [HS_Service Calls.pdf](#)

Attachment: [HS_One Calls.pdf](#)

2. Approve Grant Award and Contract with TDEC for Sewer System Improvements - JM pg 48

Attachment: [HS 2 Memo and TDEC Grant Contract.pdf](#)

3. Gravity Sewer Line Inspecting and Cleaning Contract - JM pg 78

Attachment: [HS 3 Memo Bid Tab and Contract with Sanitech.pdf](#)

C.Building/Zoning/Planning

1. Monthly Reports - AP pg 96

Attachment: [BUILDING 1 Monthly Report.pdf](#)

2. Appoint Members (3) to the Municipal Planning Commission - JM pg 108

Attachment: [BUILDING 2 - Memo Appoint Member MPC.pdf](#)

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3. Appoint Members (2) to the Board of Zoning Appeals (these are the 2 newly created seats) - JM pg 110

Attachment: [BUILDING 3 Memo Appoint Members BZA.pdf](#)

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4. Appoint Member (1) to the Historic Zoning Commission (replacing Ron Farris) - JM pg 112

Attachment: [BUILDING 4 Memo Appoint Members HZC.pdf](#)

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D.Waste Collection - No Matters

E.Beautification/ Landscape

1. Monthly report by Laura Katherine Wood

F.City Communications and Technology

1. Update on GoGov - JM At Meeting

VII.ADMINISTRATION

A.Finance

1. Financial Statements - April 2023 - LM pg 114

Attachment: [ADMIN 1 April Financial Statement.pdf](#)

2. Investment Schedules - LM pg 122

Attachment: [ADMIN 2a Investment CD Laddering May 23.pdf](#)

Attachment: [ADMIN 2b Investment LGIP May 23.pdf](#)

Attachment: [ADMIN -2c Investment Sewer Fund May 23.pdf](#)

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3. Approval of Invoices Over \$5,000 - pg 126

Local Government Corporation - \$28, 411.60

Municipal Inspection Partners - \$6,025.00

Wascon Inc - \$7,389.56

Wright National Flood Insurance Co - \$11,184.00

H. E. Parmer Company, Inc - \$14,662.00

Attachment: [ADMIN 3 Invoices over _5 000.pdf](#)

B. Facilities

1. Update on Roof Repairs - JM At Meeting

C. Human Resources / Personnel

1. Presentation from Steve Thompson of Burris Thompson and Associates on the Recommendations from the Employee Compensation Study - pg 132

Attachment: [HR 2023 Pay Study Summary Report.pdf](#)

2. Update on Planning Director Recruitment - JM at Meeting

VIII. LEGISLATION

A. RESOLUTION 2023-05 Amending Ordinance 2022-03 to provide for the increase or decrease in the various expenditure and revenue appropriations - LM - pg 142

Attachment: [Legislation 1A Memo for Budget Document.pdf](#)

Attachment: [LEGISLATION 8b BUDGET Resolution 2023-05.pdf](#)

Attachment: [LEGISLATION 8b BUDGET Resolution 2023-05.pdf](#)

B. ORDINANCE 2023-3 on Second Reading, An Ordinance to Appropriate Funds for the Conduct of the Functions of the City of Belle Meade, Tennessee, Including Salaries of all Employees and Payments Related Thereto, Purchases of Supplies, Machinery and Equipment, Payment for Services Rendered Pursuant to Contracts, Utility Services, and all Operating Expenses for the Fiscal Year 2023-2024 and Providing for Reversion of all Undisbursed Funds Hereby Appropriated - LM - pg 144, 182

Attachment: [Legislation 1B 2023-24 Budget Document v. 06-14-2023.pdf](#)

Attachment: [Legislation 1C ORDINANCE 2023-3 Budget 2023-2024.pdf](#)

C. PUBLIC HEARING - on ORDINANCE 2023-4 TO FIX THE TAX RATE FOR FISCAL YEAR 2023-2024

Attachment: [LEGISLATION 2 ORDINANCE 2023-4 FY2024 Tax Rate.pdf](#)

**D.ORDINANCE 2023-4 TO FIX THE TAX RATE FOR FISCAL YEAR 2023-2024, ON
SECOND AND FINAL READING - LM - pg 184**

Attachment: [LEGISLATION 2 ORDINANCE 2023-4 FY2024 Tax Rate.pdf](#)

**E.ORDINANCE 2023-5 on Second and Final Reading Amending Sewer Charges
for Fiscal Year 2024 - LM - pg 186**

Attachment: [THIS PAGE LEFT INTENTIONALLY BLANK.pdf](#)

Attachment: [Legislation 3 Ordinance 2023-5 Amending Sewer Charges for 2024.pdf](#)

**F.ORDINANCE 2023-6 on First Reading for Clarification on the Quorum for
the BZA - DB - pg 188**

Attachment: [THIS PAGE LEFT INTENTIONALLY BLANK.pdf](#)

Attachment: [Legislation 4 Ordinance 2023-6 BZA Quorum 26519431.1..pdf](#)

**G.ORDINANCE 2023-7 on First Reading to Adopt Plumbing and Mechanical
Code and the International Gas and Mechanical Code and Provide for
Enforcement by the City of Belle Meade instead Metro Nashville Codes -
DB - pg 190**

Attachment: [THIS PAGE LEFT INTENTIONALLY BLANK.pdf](#)

Attachment: [Legislation 5 Ordinance 2023-7 Adopt Plumbing and Gas Mechanical Code.pdf](#)

**H.ORDINANCE 2023-8 on First Reading Amend Building Code for Buildings
Other than One and Two Family Dwellings and Provide for Enforcement by
the City Building Official Independent of State Fire Marshall - DB
- pg 196**

Attachment: [Legislation Ordinance 2023-8 Amend Building Code to Adopt IBC.pdf](#)

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**I.ORDINANCE 2023-9 on First Reading Amend Stormwater Ordinance to
Renumber Sections that have previously mis-numbered and Amend
Provisions Concerning Billing, Delinquencies, and Collections - DB -
pg 198**

Attachment: [Legislation 7 Ordinance 2023-9 Amend Stormwater Code.pdf](#)

IX.OTHER MATTERS

**A.Belle Meade Historic Site - Settlement of Outstanding Building Permit
Issues - DB pg 200**

Attachment: [Settlement Agreement with Belle Meade Mansion 26595694.1..pdf](#)

B.Update on Master Plan Projects - JM at Meeting

C.Info about Early Voting - JM at Meeting

X.ADJOURN

The next scheduled meeting of the Board of Commissioners will be at 4:00
p.m., Wednesday, July 12, 2023 at Belle Meade City Hall 4705 Harding Pike
Nashville, TN



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners

cc: Jennifer Moody

From: Chief Chuck Williams

Date: June 21, 2023

Re: David and Cindy Wilds' Outstanding Service Award

BACKGROUND

On Sunday, May 7, 2023, Officer David Read heard the Metro Nashville Police Dispatch put out a BOLO for a missing person with a medical condition. Dispatch provided a tag number for the victim. Officer Read requested that Belle Meade Dispatch enter the tag number into our LPR security system. Moments later, the vehicle drove down Harding Rd. Officer Read stopped the car, and the driver did not know where he was. He comforted him and notified the victim's family. The family responded to the location of the stop and reunited with him. If not for Officer Read's quick thinking to add the vehicle to our system, the victim would have driven through Belle Meade without us knowing.

Officer Read was selected by the David and Cindy Wilds Committee Members to receive the outstanding service award.

FISCAL IMPACT

This money will come from the David and Cindy Wilds Exemplary Service Fund.



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners

cc: Jennifer Moody

From: Chief Chuck Williams

Date: May 17, 2023

Re: David and Cindy Wilds' Outstanding Service Award

BACKGROUND

On April 20, 2023, Sgt. David Wright was dispatched to a traffic crash on Belle Meade Blvd at Harding Place. The victim involved in the crash was very frantic due to this being his first interaction with law enforcement. Sgt. Wright contacted the victim's parents, who were equally worried about their son, stating they were on the way to the scene from Spring Hill. While they were on the way, Sgt. Wright engaged in conversation with the victim and kept him calm until their arrival. Sgt. Wright displayed great compassion and understanding during this investigation.

Sgt. Wright was selected by the David and Cindy Wilds Committee Members to receive the outstanding service award.

FISCAL IMPACT

This money will come from the David and Cindy Wilds Exemplary Service Fund.

ATTACHMENT

Email from Victim's Parents



**MINUTES
BOARD OF COMMISSIONERS – BOARD OF COMMISSIONERS
MAY 17, 2023, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

The meeting was called to order by Mayor Rusty Moore at 4:02 p.m.

Board Members Present

Mayor Rusty Moore
Vice Mayor Haley Dale
Jim Hunt
Louise Bryan
Neal Clayton

Staff Member Present

City Manager Jennifer Moody
Finance & H.R. Director Leigh Mills
Police Chief Chuck Williams
Director of Public Works Larry Smith
Lieutenant Mack Mangrum
City Recorder Rusty Terry
Court Clerk Kim Huffines
Building Consultant Andrew Pieri
City Attorney Doug Berry

PLEDGE OF ALLEGIANCE - led by Mayor Rusty Moore

1. Special Presentation to outgoing former Mayor and Commissioner James V. Hunt recognizing his 15-years of service on the Board of Commissioners

Mayor Moore recognized Commissioner Jim Hunt for his many contributions to the City of Belle Meade.

PUBLIC COMMENTS

Metro Councilman Thom Druffel updated the commissioners on the plans approved by Metro Council for Belle Meade Plaza.

MINUTES

Consideration of the minutes of the Board of Commissioners Regular Meeting on April 19, 2023

Motion to approve: Dale Second: Bryan Vote: All aye

PUBLIC WORKS**A. Monthly Reports - Reviewed by Public Works Director Larry Smith**

Smith updated the commissioners on the street paving project and removal of a leaning tree at the intersection of Walnut and Lynwood/ Blvd. Abbott Martin Rd.

B. Approve Stansell Quote in the amount of \$11,142 for Electrical Work for new LPR Camera Locations

Smith stated that the \$11,142 project does not need to be bid out since the city is using NDOT's contract for the project.

Motion to approve: Dale Second: Bryan Vote: All aye

C. Update on Grant Projects - City Manager Jennifer Moody

Moody provided information on the TDOT Grant for sidewalk project on Harding Pike, the TDEC Grant, and the American Rescue Plan Funds which will be used for sewer improvements, noting that out of the \$840,000 received from the ARP the city has spent \$120,000.

CITY SERVICES**A. Public Safety****1. Monthly Reports - Reviewed by Chief Williams**

Williams noted that Officer Germany recently competed in the Southaven, Mississippi Motor Skills Competition with 72 officers from 4 different states finishing 4th over all.

2. Approve a Parade Permit for the annual Christmas Parade to be held Saturday, December 2, 2023 on Belle Meade Boulevard from Page Road to Harding Place

Chief Williams said the intent was to expand on Councilman Thom Druffel's Christmas festivities and add a parade, he felt the residents of Belle Meade would respond well, citing that Cheekwood's Classic Car Parade had been well received.

Motion to approve: Clayton Second: Dale Vote: All aye

3. Approve a Grant Contract with the State of Tennessee, Office of Criminal Justice Programs, Violent Crime Intervention Fund, in the amount of \$73,516.00, to support purchase of STARCHASE GPS Solutions for patrol vehicles

Chief Williams stated that the \$73, 516 grant would be used to purchase the STARCHASE GPS Solutions system, stating purchases would be made next year and a request to purchase would be presented to the Commissioners before they were made.

Mayor Moore asked Chief Williams to explain how the system would operate.

Chief stated the officers would be able to fire a GPS tracker which would attach to the car they were in pursuit of which would allow them to provide the location to Metro when necessary, in turn providing a safer way to initiate an arrest.

Motion to approve: Dale Second: Clayton Vote: All aye

4. Recognize Patrol Sargeant David Wright with the Cindy Wilds' Outstanding Service Award

Chief Williams stated that Sgt. David Wright was dispatched to an accident on April 20, 2023; the victim, having never interacted with law enforcement was distraught, while his parents were on the way to the scene from Spring Hill, Tennessee, Sgt. Wright engaged the victim and kept him calm until his parents arrived.

Motion to approve awarding Sgt. David Wright the David and Cindy Wilds Outstand Service Award: Dale Second: Bryan Vote: All aye

B. Health and Sanitation

1. Monthly Reports

2. Delegate authority to the City Manager to execute a contract for video inspection services to be completed on the city's sewer lines by June 30, 2023, in an amount not to exceed \$56,000.00

City Manager Moody stated that the money is budgeted to do this work in the current fiscal year, and in order to post, review and award the contract, is requesting is for flexibility to execute the project, which is not to exceed the budgeted amount of \$56,000; Moody noted this work is done every five years.

Motion to approve: Dale Second: Bryan Vote: All aye

C. Building/Zoning/Planning

1. Monthly Reports

Building Consultant Andrew Pieri provided highlights from his report, noting 4 Building Permits were issued; 32 Inspections, 27 of which passed.

Following a discussion with Pieri regarding zoning codes, and issues within the code the Board of Commissioners issued a Directive to City Manager Moody to look at next steps to move forward on rewriting the Zoning Code.

2. Appoint Members (3) to the Municipal Planning Commission

Mayor Moore requested to defer until June.

Motion to defer: Dale Second: Clayton Vote: All aye

3. Appoint Members (3) to Board of Zoning Appeals

Mayor Moore nominated Johnny Phipps, Pete Zabaski and Charlie Atwood

Motion to appoint Johnny Phipps, Pete Zabaski and Charlie Atwood to the Board of Zoning Appeal: Clayton Second: Dale Vote: All aye

4. Appoint Member (1) to Historic Zoning Commission - Deferred

Motion to defer: Dale Second: Bryan Vote: All aye

D. Waste Collection - No Matters**E. Beautification/ Landscape**

Beautification Committee Chairman Laura Katherine Wood advised the commissioners that a private donor wished to fund creating a cul-de-sac area at the end of Millrace Lane, updated on the upcoming Garden Visits and other ongoing projects of the committee; Wood noted that a working budget for the projects presented at the previous meeting had been created and looks to come to about \$552,070; Wood also stated that the Ceres Donations were not coming in at the same level offering some suggestions on how to increase that next year.

1. Monthly report by Laura Katherine Wood**F. City Communications and Technology****ADMINISTRATION****A. Finance****1. Financial Statements - March 2023**

Reviewed by Finance Director Leigh Mills

2. Investment Schedules**3. Approval of Invoices Over \$5,000**

1. Gibbs Brothers Construction - \$5,940
2. Landscape Services Inc - \$14,525
3. Municipal Inspection Partners - \$6,750

Motion to approve: Dale Second: Hunt Vote: All aye

B. Facilities

1. Consider options and approve HE Parmer for repairs to City Hall roof and the Public Works Garage roof following damage caused by the March windstorm event, in either the amount of \$7,630 (partial roof, fully reimbursed by insurance) or \$14,518 (full roof replacement, 50% reimbursed)

City Manager Moody presented the information about the roof on both the Public Works and City Hall Buildings, which were damaged during the early March windstorm, insurance coverage, and providing an option to re-roof the

entire Public Works Building or two-sides of the building and repair work for the City hall Building. For City Hall it is recommended to replace the few damaged shingles on the front with shingles from the back, and recommended to replace the full roof on the Public Works Garage, only 2 sides of the roof replacement on the Public Works Garage will be covered by Public Works. The city's expense will be a \$1,000 deductible and our portion of the roof cost will be \$7,888.

Motion to approve full roof repair and accepting the bid of AG Parmer for the amount of \$14,518: Dale Second: Bryan Vote: All aye

C. Human Resources / Personnel

1. Progress Update on Employee Compensation Study

City Manager Moody stated that she, Chief Williams and Finance Director Leigh Mills had met with Steve Thompson and discussed priorities for him to focus on and had submitted updated job descriptions for all employees to him; it is expected to have information back from him to present his recommendations to the board at the June meeting.

LEGISLATION

1. ORDINANCE 2023-2, Amending Section 12-101(2) of the Belle Meade Municipal Code to Clarify that Electrical Permits and Inspections Will No Longer be Subject to the Metropolitan Nashville Codes Department, on second and final of two readings.

Motion to approve: Hunt Second: Dale Vote: All aye

2. ORDINANCE 2023-3, An Ordinance to Appropriate Funds for the Conduct of the Functions of the City of Belle Meade, Tennessee, Including Salaries of all Employees and Payments Related Thereto, Purchases of Supplies, Machinery and Equipment, Payment for Services Rendered Pursuant to Contracts, Utility Services, and all Operating Expenses for the Fiscal Year 2023-2024 and Providing for Reversion of all Undisbursed Funds Hereby Appropriated

Motion to approve: Dale Second: Bryan Vote: All aye

3. ORDINANCE 2023-4, An Ordinance to Fix the Tax Rate for the City of Belle Meade for the Fiscal Year 2023-2024

Motion to approve: Dale Second: Hunt Vote: All aye

SET A PUBLIC HEARING FOR JUNE 21, 2023, at 4:00 p.m. on Ordinance 2023-4, Fix a Tax Rate for Fiscal Year 2023-2024, on Second and Final Reading

Motion to approve: Bryan Second: Dale Vote: All aye

4. ORDINANCE 2023-5, An Ordinance Amending User Charges for Users of the Wastewater Collection Facilities of the City of Belle Meade, on the first of two readings

Motion to approve: Bryan Second: Dale Vote: All aye

OTHER MATTERS

1. Appoint a resident to the Board of Commissioners to fill an unexpired term ending November 2024

Mayor Moore nominated Marty Dickens to serve the remainder of Commissioner Jim Hunt's term which expires in November 2024. There were no additional nominations.

Vote: All Aye

The meeting adjourned at 6:00 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

City of Belle Meade - Public Works Department Activity Report

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/1/2023	Picked up trash on Belle Meade Blvd.			Belle Meade Blvd		Nathan	Completed	5/1/2023
5/1/2023	Removed a limb from island # 34 on Belle Meade Blvd.			Belle Meade Blvd		Nathan	Completed	5/1/2023
5/2/2023	Picked up car parts at the Westover Island.			Westover		Nathan	Completed	5/2/2023
5/2/2023	Inspected a tree for possible hazard at Westover at Windsor			Westover / Windsor		Nathan	Completed	5/2/2023
5/2/2023	Assisted PD with a coyote Call			City		Nathan	Completed	5/2/2023
5/2/2023	Cut a tree out of the road on Jackson		407	Jackson		Nathan	Completed	5/2/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/3/2023	Cordnated and oversaw drywall crew in court room			City Hall		Nathan	Completed	5/3/2023
5/4/2023	Lacated documents and sent them to EPA for underground chemical tanks.					Nathan	Completed	5/4/2023
5/4/2023	Worked on SKYCOP Camera for PD.			Jackson / Harding Road		Nathan	Completed	5/4/2023
5/5/2023	Patched a pothole on Belle Meade Blvd across from West Tyne.			Belle Meade Blvd / West Tyne		Nathan & Dylan	Completed	5/5/2023
5/5/2023	Assisted PD & Piedmont with hit gas main.		1105	Belle Meade Blvd		Nathan & Dylan	Completed	5/5/2023
5/5/2023	Picked up broke deliniator on Park Hill.			Park Hill		Nathan	Completed	5/5/2023
5/5/2023	Helped L Mangrum with car.			City Hall		Nathan & Dylan	Completed	5/5/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/5/2023	Straightened a street name sign at Iroquois and Belle Meade Blvd			Iroquois / Belle Meade Blvd		Nathan & Dylan	Completed	5/5/2023
5/7/2023	Came in and cut tree from roadway		200 block	Evelyn		Nathan	Completed	5/7/2023
5/8/2023	Cleaned gravel out of the street			Walnut		Nathan & Dylan	Completed	5/8/2023
5/8/2023	Cleaned gravel out of the street.			Park Center		Nathan & Dylan	Completed	5/8/2023
5/8/2023	Cut a tree out of the road.		4411	Iroquois		Larry & Dylan	Completed	5/8/2023
5/9/2023	Picked up a bucket on the side of the road.			Harding Rd / Lynwood Blvd		Larry & Dylan	Completed	5/9/2023
5/9/2023	Cleaned gravel out of the street.			Jackson / Deer Park Circle		Dylan	Completed	5/9/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/9/2023	inspection of PW garage drainage project			City Hall		Nathan	Completed	5/9/2023
5/9/2023	Talked to contractor about cutting the grass.		11	Carriage Hill		Larry	Completed	5/9/2023
5/10/2023	Met with contractor about drainage		512	Palmer		Nathan & Dylan	Completed	5/10/2023
5/10/2023	Met with TN811 rep about updates and procedures			City Hall		Nathan	Completed	5/10/2023
5/10/2023	Inspected gutters needing repair			City Hall and Maintenance		Nathan & Dylan	Completed	5/10/2023
5/10/2023	Fixed two sets of blinds in the conference room.			City Hall		Nathan and Dylan	Completed	5/10/2023
5/11/2023	Meet with contractor		4416	Chickering Ln		Nathan	Completed	5/11/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/11/2023	Meeting with Palmer roofing			City Hall		Nathan	Completed	5/11/2023
5/11/2023	Worked on Maintenance Garage AC			City Hall		Nathan & Larry	Completed	5/11/2023
5/11/2023	Moved water line for sidewalk steps			City Sidewalk Project		Nathan	Completed	5/11/2023
5/11/2023	Reinstalled authorized vehicles only			City Hall		Nathan	Completed	5/11/2023
5/11/2023	Patched pothole		211	Deer Park Drive		Nathan	Completed	5/11/2023
5/12/2023	Picked up five pieces of wood on the side of the road.		509	Park Center		Dylan	Completed	5/12/2023
5/12/2023	Painted a large section on the ceiling in the shop.			City Hall		Nathan & Dylan	Completed	5/12/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/12/2023	Helped L Mangrum with one of the PD cars.			City Hall		Nathan	Completed	5/12/2023
5/15/2023	Pulled a vine down that was hanging in the road.			Chickering Ln.		Nathan	Completed	5/15/2023
5/15/2023	Cleaned out a catch basin.			Harding Road / Lynwood Blvd		Dylan	Completed	5/15/2023
5/15/2023	Talked to the campaign person about not putting signs in right of way.			Belle Meade Blvd.		Larry	Completed	5/15/2023
5/15/2023	Stood a stop sign back up that was hit.			Lynwood Blvd / Lynwood Terr		Larry, Nathan, & Dylan	Completed	5/15/2023
5/15/2023	Put all of the "Left lane for passing or turning only" on Belle Meade Blvd.			Belle Meade Blvd.		Dylan	Completed	5/15/2023
5/16/2023	Patched two pot holes in the 300 block of Lynwood Blvd.			Lynwood Blvd.		Nathan & Dylan	Completed	5/16/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/16/2023	Swapped tires from 1709 and for sale car			Maintenance shop		Nathan & Dylan	Completed	5/16/2023
5/16/2023	Met with Olshan man about drainage project #2			City Hall		Nathan	Completed	5/16/2023
5/17/2023	Cleaned up shop for meeting with State Officials			Maintenance Shop		Nathan	Completed	5/17/2023
5/17/2023	Picked Up some trash on the side of the road.			Jackson / Harding road		Dylan	Completed	5/17/2023
5/18/2023	Removed two signs.			Harding Road & Lynwood Blvd.		Dylan	Completed	5/18/2023
5/18/2023	Seeded and strawed around the walk way.			City Hall		Larry, Nathan, & Dylan	Completed	5/18/2023
5/18/2023	Took the rest of the dirt from the walk way and filled in a hole in the Pocket Park.			Deer Park Circle		Dylan	Completed	5/18/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/18/2023	Filled in some holes with dirt.			City Hall		Dylan	Completed	5/18/2023
5/18/2023	Picked up a cardboard box on Belle Meade Blvd.			Belle Meade Blvd.		Dylan	Completed	5/18/2023
5/18/2023	Spread dirt around the new walk way.			City Hall		Larry & Dylan	Completed	5/18/2023
5/22/2023	Cleaned all of the debris around the dumpsters.			City Hall		Larry & Dylan	Completed	5/22/2023
5/22/2023	Patched a pot hole			Malone / Ellendale		Dylan	Completed	5/22/2023
5/22/2023	Pressure washed the dumpster area.			City Hall		Dylan	Completed	5/22/2023
5/22/2023	Put all of the flags out on Belle Meade Blvd.			Belle Meade Blvd		Dylan	Completed	5/22/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/22/2023	Called the contractor about getting the grass cut.		903	Lynwood Blvd.		Larry	Completed	5/22/2023
5/22/2023	Picked up trash on Belle Meade Blvd.			Belle Meade Blvd.		Dylan	Completed	5/22/2023
5/22/2023	Put out deer repellent in two islands on Belle Meade Blvd.			Belle Meade Blvd		Dylan	Completed	5/22/2023
5/23/2023	Patches a few holes in the wall in PD.			Police Department		Nathan & Dylan	Completed	5/23/2023
5/24/2023	Painted the spots that were patched in PD.			Police Department		Dylan	Completed	5/24/2023
5/24/2023	Spoke to homeowner about removing large logs in right of way.		601	Belle Meade Blvd / Leake		Larry	Completed	5/24/2023
5/25/2023	Replaced a light bulb in front of City Hall.			City Hall		Dylan	Completed	5/25/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/26/2023	Fixed a flag on Belle Meade Blvd.			Belle Meade Blvd		Larry	Completed	5/26/2023
5/26/2023	Fixed a backflow on Belle Meade Blvd.			Belle Meade Blvd.		Larry & Dylan	Completed	5/26/2023
5/26/2023	Trimmed around the flag pole on Belle Meade Blvd.			Belle Meade Blvd.		Dylan	Completed	5/26/2023
5/26/2023	Trimmed some limbs that were a sight problem.			Walnut / Abbot Martin		Dylan	Completed	5/26/2023
5/30/2023	Removed all of the "Left lane for passing and turning only" signs.			Belle Meade Blvd		Dylan	Completed	5/30/2023
5/30/2023	Fixed one of the flags.			Belle Meade Blvd		Dylan	Completed	5/30/2023
5/31/2023	Ran two CAT 6 cables in PD for cameras			Police Department		Nathan & Dylan	Completed	5/31/2023

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
5/31/2023	Ran CAT 6 cabel in the shop for a camera.			Maintenance Garage		Nathan & Dylan	Completed	5/31/2023

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody
Date: June 21, 2023
Re: Amendment 1 – TDOT Grant Contract – Harding Pike Sidewalks
TDOT PIN # 132649.00; TDOT Contract #220056

Background

The City of Belle Meade was awarded funds to support the installation of sidewalks and pedestrian safety upgrades on Harding Pike (SR-01, US-70S) from Belle Meade Boulevard to north of Lynwood Boulevard. The project is funded by the Tennessee Department of Transportation Multimodal Grant Program.

The project includes installation of 5' concrete sidewalks, grading and drainage improvements, street markings, signage, and pedestrian safety upgrades. Pedestrian safety upgrades include the installation of pedestrian signals and push buttons that provide audible tones that alert pedestrians when it is safe to cross an intersection.

Amendment 1

The purpose of Amendment 1 is to revise the project budget for the grant as shown below:

TDOT PROJECT PHASE – Original	Estimated Cost	TDOT PROJECT PHASE – Amendment 1	Estimated Cost
PE-NEPA	\$170,000.00	PE-NEPA	\$80,000.00
		PE-DESIGN	\$90,000.00
Right-of-Way	\$20,000.00	Right-of-Way	\$20,000.00
Construction	\$536,726.00	Construction	\$536,726.00
CEI	\$59,183.00	CEI	\$59,183.00
TDOT ES	\$5,919.00	TDOT ES	\$5,919.00
TOTAL ALL PHASES	\$781,828.00	TOTAL ALL PHASES	\$781,828.00

Recommendation

The Board is recommended to approve Amendment 1 to the Grant Contract with TDOT for the Harding Pike Sidewalks project.

Fiscal Impact

The Amendment does not change the total estimated cost for the project (\$781,828); nor does it change the cost sharing agreement where the state is providing 95% of project costs and the City is providing a 5% local match. The Amendment simply reallocates \$170,000 of the project budget from solely being anticipated for the environmental review phase of the project (PE-NEPA) to split the funds for \$80,000 anticipated for environmental review and \$90,000 being available for preliminary engineering design (PE-DESIGN). TDOT requires these costs to be separated and for a notice to proceed to be issued prior to beginning each project phase.

Attachments

Exhibit "A" for Amendment 1



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

April 20, 2023

The Honorable Rusty Moore
Mayor, City of Belle Meade
4705 Harding Pike
Nashville, TN 37205

Re: SR-01 (US-70S, Harding Pike), From Belle Meade Boulevard to north of Lynnwood Boulevard
City of Belle Meade, Davidson County
PIN:132649.00
Federal Project Number: N/A
State Project Number: 19LPLM-S3-197
Agreement Number: 220056

Dear Mayor Moore:

I am attaching an amendment to the original contract. The amendment revises the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or Simchah.Edwards@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kimery Grant".

Kimery Grant
Transportation Manager 2

Attachment

Amendment to Replace Exhibit A

Amendment Number: 1

Agreement Number: 220056

Project Identification Number: 132649.00

Federal Project Number: N/A

State Project Number: 19LPLM-S3-197

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF BELLE MEADE (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"SR-01 (US-70S, Harding Pike), From Belle Meade Boulevard to north of Lynnwood Boulevard"

1. The language of Agreement # 220056 dated June 21, 2022 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Rev. 1/26/21

Amendment to Replace Exhibit A

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF BELLE MEADE

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: rmoore@citybellemead.org

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: doug.berry@millermartin.com

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: Daniel.Pallme@tn.gov

Rev. 1/26/21

Amendment TIP**EXHIBIT "A" for AMENDMENT 1****Agreement #:** 220056**Project Identification #:** 132649.00**Federal Project #:** N/A**State Project #:** 19LPLM-S3-197

Project Description: SR-01 (US-70S, Harding Pike), From Belle Meade Boulevard to north of Lynnwood Boulevard - 2021 MMAG Award: This project includes approximately 1,750 linear feet of new, 5' wide, ADA compliant sidewalk along the east side of SR 1 (Harding Pike) from Belle Meade Boulevard to the existing sidewalk tie in just north of Lynnwood Boulevard. The scope of this project will include demolition of existing 4' sidewalk in front of Belle Meade City Hall, installation of new 5' concrete sidewalk, grading and drainage improvements, street markings, signage, and pedestrian safety upgrades. Pedestrian safety upgrades will include the installation of pedestrian signals and push buttons that provide audible tones that alert pedestrians when it is safe to cross an intersection.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Sidewalk Improvements

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	MMAG	0	95	5	\$80,000.00
PE-DESIGN	MMAG	0	95	5	\$90,000.00
RIGHT-OF-WAY	MMAG	0	95	5	\$20,000.00
CONSTRUCTION	MMAG	0	95	5	\$526,726.00
CEI	MMAG	0	95	5	\$59,183.00
TDOT ES	MMAG	0	95	5	\$5,919.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: N/A

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

Amendment TIP

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



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Belle Meade Police Department
Monthly Statistics

May 2023

Officer	Calls Answered	Citations Written	Traffic Stops	Verbal Warnings	Community Contacts	Reports Completed	Auto Crash Property	Auto Crash Injury	Arrests	Fingerprint Calls	Child Seats Installed	Houses Checked	Business Checks	Miles Patrolled
Bowker	26	15	14	5	5	1				3	7	91	90	813
Cloxtan	30	21	15	2	49							20	112	955
Corter	12	2	4	2	2							63	80	696
Doty	39	21	36	18	1	5			7			73	106	1,079
Dunn	2	2	4	2										80
Germany	15	29	43	21	23	3	2			2		41	24	314
Linane	25	23	29	12								81	104	848
Parrish	23	8	10	4		1						76	96	738
Read	37	95	71	21	72	10	4		2	1		90	75	858
Roark	14	38	37	30	44	1	1					15	8	755
Samol	31	18	25	8	7	4						59	144	910
Scarbrough	28	18	20	8	9					6		121	8	608
Wright	22	11	9	4	9	2				3		69	112	610
Yokley														
Totals:	304	301	317	137	221	27	7	0	9	15	7	799	959	9,264

**Board of Commissioners Meeting
Police Department Statistical Summary
May 2023**

Call Type	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Alarms	21	40	25	34	43	34	39
Arrests	3	14	12	19	7	8	9
Burglary	2	0	0	0	0	0	0
Citations Issued	500	295	453	334	388	304	301
Community Contacts	197	159	76	162	229	240	221
Fingerprint Customers	16	18	21	32	17	27	21
House Checks	475	729	716	626	986	560	799
LPR Camera Hits	5	20	8	13	5	5	8
Non-Residential Checks	833	900	984	855	922	799	959
Reports Taken	18	24	20	34	18	29	27
Theft of Property	1	0	1	4	0	0	3
Traffic Crashes	4	5	5	9	7	12	7
Total Patrol Miles	9,757	9,464	9,102	9,357	10,114	8,472	9,264
P.D. Monthly Revenue	\$28,792.39	\$22,464.27	\$27,337.31	\$28,793.80	\$27,786.84	\$26,892.45	\$19,550.87

**City of Belle Meade
Wex Fuel Statement Activity**

Gallons Purchased At The Pump					
	Police	Streets	Sewer	Codes	Admin
May-22	1943.287	218.583	179.974	37.354	3.839
Jun-22	1626.588	163.442	197.415	18.210	0.000
Jul-22	1646.776	200.128	188.617	0.000	16.390
Aug-22	1896.836	164.706	170.166	31.983	26.430
Sep-22	1600.605	196.001	179.661	0.000	0.000
Oct-22	1594.432	142.944	189.274	17.031	11.477
Nov-22	1655.465	130.449	203.946	18.026	0.000
Dec-22	1480.799	118.903	104.410	17.356	12.460
Jan-23	1617.196	165.773	183.336	17.474	0.000
Feb-23	1509.579	188.256	154.561	0.000	0.000
Mar-23	1643.652	214.330	172.073	0.000	79.606
Apr-23	1500.809	158.512	126.600	0.000	87.459
May-23	1689.391	221.689	159.741	0.000	78.753

Fuel Cost Per Month For Each Department					
	Police	Streets	Sewer	Codes	Admin
May-22	\$7,850.27	\$883.33	\$727.79	\$154.24	\$14.83
Jun-22	\$7,153.95	\$721.18	\$845.93	\$82.24	\$-
Jul-22	\$6,591.10	\$803.81	\$755.18	\$-	\$68.13
Aug-22	\$6,453.35	\$562.48	\$552.21	\$114.77	\$85.17
Sep-22	\$5,033.81	\$600.83	\$534.55	\$-	\$-
Oct-22	\$5,209.15	\$456.07	\$587.56	\$53.55	\$36.21
Nov-22	\$5,319.13	\$402.71	\$607.66	\$59.41	\$-
Dec-22	\$4,057.95	\$336.24	\$251.17	\$48.87	\$31.84
Jan-23	\$4,846.70	\$488.75	\$530.73	\$48.68	\$-
Feb-23	\$4,697.69	\$589.98	\$461.76	\$-	\$-
Mar-23	\$5,214.63	\$683.43	\$530.82	\$-	\$248.10
Apr-23	\$4,984.07	\$515.05	\$404.59	\$-	\$273.11
May-23	\$5,414.00	\$718.83	\$477.84	\$-	\$236.38

LPR REPORT – MAY 2023

Stolen Vehicle - 5

- 1 - Officers checked the area but were unable to locate the stolen vehicle.
- 3 - Officers located and attempted to stop the stolen vehicle but the driver refused to stop. Officers did not pursue due to department policy and public safety.
- 1 - Officers located and stopped the vehicle in the 500 block of Belle Meade Blvd. The driver was taken into custody and the registered owner was contacted and informed of the vehicle being recovered.

Stolen Tag - 2

- 1 - Officers located and stopped the vehicle. The stolen tag was seized and information was forwarded to Clarksville Police Department due to this tag being part of an active investigation they are working on.
- 1 - Officers located and attempted to stop the vehicle but the driver refused to stop. Officers did not pursue due to department policy and public safety.

Missing Person - 1

- 1 - Officers located and stopped the vehicle on Harding Road in front of Krogers. The driver was an elderly male who was suffering from a medical condition. Officers were able to reunite the subject with his family.



Police Department Monthly Report June 2023

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Dates: May 8, 2023 to June 9, 2023

NEW CASES ASSIGNED

23-0121 Identity Theft / Theft of Property Mail was taken from the mailbox of a Belle Meade resident. A check was altered and cashed for the amount over \$20,000. We were able to track down the transaction, place a hold on money that had been taken from the Victim's personal account. Suspects are identified and investigation is continuing.

23-0126 Burglary / Theft of Property Resident had property stolen from her home. Investigation is ongoing.

23-0132 Theft of Property Mail stolen from mailbox. Suspects identified and investigation is ongoing.

23-0140 Theft of Property Mail stolen from mailbox. As to date, no further activity concerning the items taken has been noticed by the Victim. Suspects identified and investigation is ongoing.

23-0143 Identity Theft / Theft of Property Resident had her mail stolen. A check over \$20,000 was taken from the residents mailbox and was cashed. Suspects identified and investigation is continuing.

It should be noted that the BMPD has recovered close to \$100,000 of funds that obtained by these mailbox thefts. The individuals responsible have been linked to thefts resulting in a much larger financial loss.

ASSISTING OTHER AGENCIES

Various Local LE Agencies - Continuing working with other LEAs to identify SATG members currently in our area. This problem is ongoing. We were able to identify a female from Florida who had been in the area and was cashing checks that had been stolen from a car in Knoxville, TN.

Metro Nashville Police - Working with he MPD in the growing number of mailbox thefts in the area.

Metro Police entered a large truck as stolen. We observed the vehicle inside Belle Meade on several occasions. We determined the vehicle had been recovered by the owner who failed to report the vehicle to Metro as recovered.

Assisted insurance companies with video requests concerning crashes occurring inside Belle Meade.

Assisting Residents.

Assisted Resident in wildlife matter. Sgt. Samol was notified and provided a solution to the matter.

Assisted a Belle Meade resident in determining who had destroyed her mailbox. Dispatcher Mason Cauthen researched the significant damage offense and determined the person responsible. The individual was charged by the Metro Police Department for multiple related offenses which will include this incident.

LPR matters: Beta testing is continuing on two LPR cameras that were furnished by Genetec. We have provided several suggestions that have been utilized in the alert function the LPR data base.

(UPDATE) We have integrated these cameras into our existing LPR system. Prior to the Beta testing program, this had not been possible. These cameras have secured two key locations within Belle Meade and documented nearly 90,000 vehicles on Lynwood Terrace and Westview in the last 16 days. This averages out to nearly 5,500 cars per day that otherwise would have gone unnoticed by our system.



CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners

cc: Jennifer Moody

From: Chief Chuck Williams

Date: June 21, 2023

Re: Motorola Radio Patch

BACKGROUND

Last month, we were contacted by the Metro Nashville Police about a mandatory firmware upgrade that is required for our radio system. This upgrade is essential to maintain communications. Two of the local Motorola Shops were contacted and only one company returned a bid. This bid would be for both portable and mobile radios.

RECOMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to approve the bid from NashComm.

FISCAL IMPACT

This was not budgeted because we were unaware that the patch was required. This expense will be coded to telephone expense, account number 110-42100-245. The funds will be paid out of reserves for this expense.

ATTACHMENT

Quote from NashComm.



Nashville Communications
330 Plus Park Boulevard
Nashville, TN 37217
Phone: 615-255-5670

QUOTATION

Page 1

108000741**Bill To:**

Belle Meade Police Department
4705 Harding Road
Nashville, TN 37205

Ship To:

Belle Meade Police Department
4705 Harding Road
Nashville, TN 37205

Contact: Chuch Williams**Contact #:** 615-297-0241

Date: 06/02/2023		Customer Rep: Carl Hollingsworth		Terms: Due upon Receipt	
Qty	Item		Description	Unit Price	Extended
Firmware Update					
40	Project - Service Labor		Firmware update	85.00	3,400.00

Subtotal : \$3,400.00
Tax : \$0.00
Total Quote : \$3,400.00

Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
5/3/2023	112	Belle Meade B	Nathan McVay	Backing Up	Internal Issues	☒			
5/8/2023	204	Jackson Blvd	Dylan Hood	Red Light	Bad contacts	☒	Replaced contacts		
5/8/2023	407	Lynwood Blvd	Dylan Hood	Red Light	T/R 240 13.1	☒			
5/8/2023	4409	Honeywood Dr	Dylan Hood	Issues	Bad start cap, light bulb, and float bracket fell	☒	Replaced start cap, light bulb, and float bracket		
5/8/2023	4307A	Iroquois Ave	Dylan Hood	Red Light	Bad Pump	☒	Replaced Pump	WH632241	Replacement
5/8/2023	607	Belle Meade B	Dylan Hood	Issues	Both pumps not running right	☒	Replaced both pumps	WH836186 WH836211	Replacement
5/9/2023	102	Westhampton	Dylan Hood	Noise	Equipment is working fine.	☒			
5/10/2023	606	Westview Ave	Dylan Hood	Seeping	Broken discharge line outside of the tank	☒	Fixed the discharge line		

Monday, June 5, 2023

Page 1 of 4

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
5/11/2023	503	Belle Meade B	Nathan McVay	Red Light	Bad Pump	☒ Replaced Pump		WGL20-21	Replacement
5/13/2023	4416	Shepard Pl	Dylan Hood	Red Light	Breaker was tripped	☒ Reset the breaker and it pumped down			
5/13/2023	4406	Iroquois Ave	Dylan Hood	Red Light	Bad contacts and on float	☒ Replaced contacts and on float			
5/15/2023	410	W Brookfield A	Dylan Hood	Seeping	Both pumps are bad	☒ replaced both pumps		WH447180 WH464735	Replacement
5/16/2023	305	Clarendon Ave	Dylan Hood	Start Up	Start Up	☒		WH836191 WH836209	New Construct
5/17/2023	432	Westview Ave	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WH422455 WH490984	Replacement
5/18/2023	313	Sutherland Av	Dylan Hood	Broken handle	Repaired the tank lid	☒			
5/18/2023	716	Enquirer Ave	Dylan Hood	Odor	Bad wiring in j box and bad bulb/socket	☒ Fixed the wiring and replaced the bulb/socket			
5/18/2023	4410	Harding Pl	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump 10765707		WGL20-21	Replacement

Monday, June 5, 2023

Page 2 of 4

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
5/19/2023	311	Jackson blvd	Dylan Hood	Red Light	Bad Pumps	☒ Replaced pumps		WH389169 WH720956	Replacement
5/19/2023	117	Westhampton	Dylan Hood	Red Light	Bad Pump, off float, and fuse	☒ Replaced pump, off float, and fuse 10765704		WGL20-21	Replacement
5/19/2023	4303	Iroquois Ave	Nathan McVay	Red Light	Bad off float	☒ Replaced off float			
5/22/2023	412	Westview Ave	Dylan Hood	Issues	Float bracket fell	☒ Installed a new float bracket.			
5/23/2023	4421	Iroquois Ave	Dylan Hood	Odor	Bad Pump	☒ Replaced Pump		WGL20-21	Replacement
5/23/2023	715	Belle Meade B	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WGL20-21	Replacement
5/23/2023	219	Jackson Blvd	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WH373711	Replacement
5/24/2023	305	Belle Meade B	Dylan Hood	Issues	Greese on floats	☒ Removed the greese off of the floats			
5/24/2023	4416	Chickering Ln	Dylan Hood	Start Up	Start Up	☒		WH836180 WH836187	New Construct
5/25/2023	908	Westview Ave	Dylan Hood	Red Light	T/R 244 12.2 Grease on floats	☒ Cleaned the grease off of the floats			

Monday, June 5, 2023

Page 3 of 4

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replac	Serial #	Reason for
5/31/2023	518	Park Center A	Dylan Hood	Red Light	Bad Pump	☒ Replaced Pump		WGL20-21	Replacement

Monday, June 5, 2023

Page 4 of 4

City of Belle Meade**May TN One Calls**

ticketId	workStreet	workdonefor
8546163	LYNNWOOD BLVD	ATT
8546675	WARNER PL	PAGE DAVIDSON
8546713	ROYAL OAKS PL	HAYS ESTES
8546890	LYNNWOOD TER	DALE ALLEN
8547606	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8548058	BELLE MEADE BLVD	HOMEOWNER
8548267	TYNE BLVD	COMCAST
8548797	WARNER PL	HALLIE MCGLOCHLIN
8548809	BELLE MEADE BLVD	GOVON WHITE
8548967	WESTVIEW AVE	HAURY
8550044	HARDING PIKE	CITY OF BELLE MEADE
8551850	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
8552031	ELLENDALE AVE	ATT
8552161	HONEYWOOD DR	COMCAST
8554283	BELLE MEADE BLVD	PIEDMONT
8555167	LYNNWOOD BLVD	PIEDMONT
8555417	PARK HILL	BLUE SKY PROPS
8558155	WESTVIEW AVE	KEN LUTON
8561187	LYNNWOOD LN	TERRY TURNER
8563553	CHANCERY LN	ELCAN
8565501	CHICKERING RD	NES
8568506	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
8568533	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
8568946	CHICKERING LN	DOVE CARES
8569982	WESTVIEW AVE	NDOT
8570613	ROYAL OAKS DR	PROPERTY OWNER
8571546	WALNUT DR	BO MCKINNIS
8572036	WESTVIEW AVE	MARVIN MORRIS
8572329	CANTERBURY DR	JEFF KEETER
8573127	TYNE BLVD	KATHERINE WILLIAMS
8573346	MILLRACE LN	PIEDMONT
8573398	BELLE MEADE BLVD	PIEDMONT
8574622	BELLE MEADE BLVD	INTERSTATE AC SERVICE
8576112	DEER PARK CIR	RAMSEY DAUGHERTY CONSTRUCTION
8576125	SCOTLAND PL	GEO TECHNOLOGY ASSOCIATES
8577389	WESTOVER DR	JASON MCKERNAN
8577815	CHICKERING LN	DAYLA CALENDINE
8578352	EVELYN AVE	ATT&T UTILITY OPERATIONS
8578961	WEBSTER LN	HOMEOWNER
8580734	HARDING PL	PIEDMONT
8583200	JACKSON BLVD	NES REF NUM 211202708
8585276	NICHOL LN	HOMEOWNER
8586484	LYNNWOOD BLVD	LOUIS CLOSE
8586826	ROYAL OAKS DR	GAUGHAN RESIDENCE
8588651	MILLRACE LN	ROGERS GROUP
8588815	FORSYTHE PL	JOHNSTON

City of Belle Meade

May TN One Calls

8589362	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8590111	ROYAL OAKS PL	ATT
8590253	HARDING PL	PIEDMONT
8590599	BELLE MEADE BLVD	PIEDMONT
8592557	PARK HILL	BLUE SKY PROPS
8597103	LYNNWOOD BLVD	PIEDMONT
8597430	BELLE MEADE BLVD	PIEDMONT
8599528	ROYAL OAKS PL	AT&T
8600926	NICHOL LN	PIEDMONT
8603897	LYNNWOOD BLVD	MYSELF
8604286	HARDING PIKE	ST. GEORGE KINDERGARTEN
8605708	ROYAL OAKS PL	HAYS ESTES
8607684	SCOTLAND PL	ISENHOUR RESIDENTS
8608362	WESTVIEW AVE	HOMEOWNER
8608857	HARDING PL	TARA ARMSTEAD
8609146	MILLRACE LN	PIEDMONT
8609173	HARDING PL	PIEDMONT
8612185	SIGNAL HILL DR	LUCY FOLK NADING
8614364	E BROOKFIELD AVE	BOB CLEMENTS
8615352	CHICKERING RD	SABIA CONSTRUCTION
8616660	LYNNWOOD BLVD	WESLEY STANLEY
8617117	CANTERBURY DR	DAVID HUMPHREYS LANDSCAPING
8618984	ELLENDAL AVE	C AND M HEATING AND COOLING
8621273	LYNNWOOD BLVD	CHANDELIER DEVELOPMENT
8621298	ROYAL OAKS PL	CHANDELIER DEVELOPMENT
8621687	WEBSTER LN	HOMEOWNER
8621875	CHICKERING RD	SHIROCK
8622382	WESTOVER DR	JASON MCKERNAN
8624283	HARDING PL	PIEDMONT
8624356	SHEPARD PL	SMITH LANDSCAPE AN EXCAVATING
8625786	WESTHAMPTON PL	ELIZABETH WALLACE
8625878	ROYAL OAKS DR	GAUGHAN RESIDENCE
8629525	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
8631180	IROQUOIS AVE	ATT
8633094	LYNNWOOD BLVD	LOUIS CLOSE
8633416	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
8636138	LYNNWOOD BLVD	PIEDMONT
8636228	BELLE MEADE BLVD	PIEDMONT
8636771	HARDING PL	NDOT
8637278	DEER PARK CIR	PIEDMONT
8637911	LYNNWOOD BLVD	TRACE CONSTRUCTION
8638746	JACKSON BLVD	NES REF NUM 211202708
8638987	LYNNWOOD TER	JULIE ALLEN



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: June 21, 2023

Re: Grant Contract with TDEC for Improvements to Sewer System
(TDEC ARP Non-Competitive Grant Program – Agency Tracking #32701-04868)

Background

On April 26, 2023, The Tennessee Department of Environment and Conservation (TDEC) announced award of over \$232 million in Water Infrastructure Investments (the State has allocated \$1 billion in total for this program utilizing the state's American Rescue Plan (ARP) funds). Of the 102 grant awards announced, City of Belle Meade was awarded \$666,588 to improve sewer infrastructure.

Funds will be used primarily to support the creation of an Asset Management Plan and to develop a management system, with all assets mapped and tracked, to optimize ongoing replacement and maintenance of the sewer system. The asset management approach helps to ensure that the sewer collection system runs smoothly and will enable more accurate prediction of capital needs over a long planning horizon. In addition, some of the funding will be used to purchase telemetry systems for grinder pumps.

The total anticipated project costs are \$866,565.00 with \$666,588 (77%) from the State/Federal ARP and \$199,977.00 (23%) local match from the City of Belle Meade's sewer fund. Approximately, \$765,000 is reserved for professional services and other activities related to the development of an Asset Management Plan and approximately \$100,000 is budgeted for the purchase of capital items.

Recommendation

The Board is recommended to review and approve the Grant Contract between TDEC and the City of Belle Meade for a grant award totaling \$666,588.00 to support capital improvements to the City's sewer system.

Fiscal Impact

Funding for this project is budgeted and available in the FY 2023 General Fund – Capital Expenditures Account for the TDEC ARP Sewer System Improvements Project. The grant proposes to reimburse the City of Belle Meade for up to \$666,558 of project costs with the City being responsible for up to \$199,977.00 in local matching funds (total project expenditure estimated at \$866, 565.00).

The grant contract ends September 30, 2026.

Attachment

Contract

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date March 3, 2021		End Date September 30, 2026		Agency Tracking # 32701-04868	Edison ID 75541
Grantee Legal Entity Name City of Belle Meade					Edison Vendor ID 0000004055
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number Grantee's fiscal year end: June 30			
Service Caption (one line only) This is a Non-Collaborative Proposal by the City of Belle Meade for four (4) wastewater projects.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$666,588.00	\$0.00	\$0.00	\$666,588.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$666,588.00	\$0.00	\$0.00	\$666,588.00
Grantee Selection Process Summary ☐ Competitive Selection ☒ Non-competitive Selection					
			The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is \$1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE - GG	
Speed Chart (optional) EN00021220/327.34		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF BELLE MEADE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Belle Meade, hereinafter referred to as the "Grantee," is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004055

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).
- A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:
- ☐ Drinking Water
 - ☒ Wastewater
 - ☐ Stormwater
- A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):
- ☐ Investigation and Planning
 - ☐ Investigation, Planning, and Design
 - ☒ Planning, Design, and Construction
 - ☐ Construction Only
- A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.
- A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

- i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at <https://www.tn.gov/environmental/arp.html>;
 - ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.
- A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:
 - i. Include three years of data from audited financial statements; and
 - ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.
- A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - i. This Grant Contract document with any attachments or exhibits;
 - ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
 - iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at <https://www.tn.gov/environment/arp.html>.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.
- A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.
- A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

 - i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.
 - ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide

an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. Investigation, Planning, and Design (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

- i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. Planning, Design, and Construction (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

- i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:
 - a. Provide an approved corrective action plan/engineering report (CAP/ER);
 - b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and
 - i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

- i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or
- ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

- v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.
- vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. Construction Only (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

- i. ☐ Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.
- ii. ☐ Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:
 - a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;
 - b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);
 - c. Does not need coverage under a construction general permit; and
 - d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.
- iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

- a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);
 - b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or
 - b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.
- vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.
- xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.
- xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

- A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.
- A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.
- A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.
- A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (USFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.
- A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.
- A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.
- A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.
- A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of \$150,000 or more.
- A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is March 3, 2021.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Sixty-Six Thousand Five Hundred Eighty-Eight Dollars and Zero Cents (\$666,588.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Environment and Conservation & Division of Water Resources.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for allowable, actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the

Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vena Jones & Environmental Consultant 3
Tennessee Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Jim Hunt, Mayor
City of Belle Meade
4705 Harding Road
Belle Meade, TN 37205
jhunt@citybellemeade.org
Telephone # (615) 294-6041

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as

provided in 2 CFR § 200.425. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created

pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased by Grantee totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased by Grantee with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased by Grantee with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management

and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling \$10,000,000 or greater.

- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 *et seq.*, as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.
- E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,
CITY OF BELLE MEADE:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER DATE

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
WW-PDC-1 Asset Mgmt Plan	\$35,333.00
WW-PDC-2 Work Order Mgmt	\$71,452.00
WW-PDC-3 GPR & Survey	\$482,025.00
TOTAL	\$588,810.00

CAPITAL PURCHASE	AMOUNT
WW-PDC-4	\$77,778.00
TOTAL	\$77,778.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

ATTACHMENT C**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000004055

Is City of Belle Meade a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Belle Meade a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: June 21, 2023
Re: Bid Summary and Contract for 2023 Sewer Line Cleaning & Television Inspections Project

BACKGROUND

At 10:00 a.m. on June 7th, the City held a public bid opening for the 2023 Gravity Sewer Line Cleaning and Television Inspections project. Six (6) contractors submitted sealed bids as shown in the attached bid summary sheet. This is a maintenance project, routinely performed every 5-years. This work was last performed in spring of 2017 by SaniTech for \$20,959.13. This work was anticipated and budgeted in the Sewer Fund.

The City Manager and Public Works Director recommend the project be awarded to Sani-Tech (working under Sweeper Corporation of America) for 2023 in a total lump sum amount of \$37,569. All required documents, including a performance bond, have been received and a notice to proceed was issued June 7, 2023 with the expectation that all work will be completed and invoiced prior to the end of our fiscal year, June 30th.

RECOMMENDATION

The Board is recommended to review and confirm approval of this contracted expenditure, for which the City Manager was delegated authority to execute at the prior month's board meeting in order to ensure the project could begin as soon as possible.

FISCAL IMPACT

The City has \$57,000 budgeted and available for this project in the Sewer Fund. The contract is for a lump sum of \$37,569; representing a savings of nearly \$20,000 less than anticipated cost. Unexpended funds will remain, in the Sewer Fund, available for other projects and expenditures.

ATTACHMENT

Bid Summary



CITY OF BELLE MEADE
BID OPENING – June 7, 2023 – 10:00 am CST
Gravity Sewer Line Cleaning & Television Inspections

Bidder Name	Total Bid Price	State License (Y / N)	Insurance Certificates (Y / N)	Drug-Free Affidavit (Y / N)
1. Sweeper Corporation of America	\$ 37,569	Y	Y	Y
2. Bobby Luttrell and Sons	\$ 65,136	Y	N	N
3. W & T Contracting Corporation	\$ 111,266	Y	N missing indemnity	Y
4. Ranger Environmental	\$ 81,934	N	N	Y
5. Badger Daylighting	\$ 53,374	Y	N	Y
6. Pipeworks Plus Inc.	\$ 96,556	Y	N	Y



CITY OF BELLE MEADE
BID OPENING – June 7, 2023 – 10:00 am CST
Gravity Sewer Line Cleaning & Television Inspections

Name	Company	Email Address and/or Phone Number	
Jennifer Moody	City of Belle Meade	jmoody@citybellemeade.org	615-297-6041
Rachel Holloway	Pipeworks Plus Inc	rholloway@pipeworksplus.net	985-415-4810
Harry Smith	city of belle meade	hsmith@citybellemeade.org	615-297-6041

NOTICE OF AWARD

TO: SaniTech Jet Vac Services, LLC
4141 Rockside Rd #100
Seven Hills, OH 44131
bids@sweepingcorp.com

PROJECT DESCRIPTION: 2023 Gravity Sewer Line Cleaning and Television Inspections

1. The Owner has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated **June 7, 2023** and Information for Bidders.
2. You are hereby notified that your BID has been accepted for items in the amount of
\$ 37,569.00.
3. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.
4. If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.
5. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 7th day of June, 20 23.

City of Belle Meade
Owner

BY Jennifer W. Moody
Jennifer Moody

Title City Manager

2023 Gravity Sewer Line Cleaning & Television Inspections

Executed in Four (4) Counterparts

BOND NO. SURU2210001454

PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS: that

SaniTech Jet Vac Services, LLC

(Name of Contractor)

4141 Rockside Rd, #100, Seven Hills, OH 44131

(Address of Contractor)

a Limited Liability Company, herein after call Principal,
(Corporation, Partnership, or Individual)

and Ascot Surety & Casualty Company

(Name of Surety)

55 W. 46th St., 26th Fl., New York, NY 10036

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Belle Meade

(Name of Owner)

4705 Harding Road, Nashville, TN 37205

(Address of Owner)

hereinafter called Owner, in the penal sum of (\$ 37,569.00)
in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns; jointly and severally, firmly by these
presents.

2. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into
a certain contract with the Owner, dated the 7th day of June, 20 23,
a copy of which is hereto attached and made a part hereof for the construction of: _____

2023 Gravity Sewer Line Cleaning and Television Inspection

3. NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner, with
or without notice to the Surety and during the one year guaranty period, and if he shall satisfy
all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by reason of failure to
do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may

2023 Gravity Sewer Line Cleaning & Television Inspections

incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

4. PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.
5. PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
6. IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be an original, this the 7th day of June, 20 23.

ATTEST:



(Principal) Secretary

SaniTech Jet Vac Services, LLC
Principal

BY Erin Quinn, Secretary (s)

(SEAL)

Alisa Riccardi
(Witness as to Principal)
4141 Rockside Rd #100
(Address)
Seven Hills, OH 44131

4141 Rockside Rd #100
(Address)
Seven Hills, OH 44131

WITNESS:

Christine Marotta
(Surety) Secretary Christine Marotta

Ascot Surety & Casualty Company

By: James I. Moore
James I. Moore, Attorney-in-fact

(SEAL)

Sinem Nava
Witness as to Surety Sinem Nava

1411 Opus Place, Ste. 450., Downers Grove, IL 60515
(Address)

1411 Opus Place, Ste. 450., Downers Grove, IL 60515
(Address)

7. NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners shall execute bond.

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On JUN 07 2023, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Ascot Surety & Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275


Lisa Marotta, Notary Public





Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That Ascot Surety & Casualty Company, and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bind the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual" and, collectively, the "Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute this Power of Attorney on the Companies' behalf, this 23rd day of August, 2022.



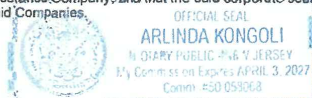
Matthew Kramer
Matthew Kramer (Chief Executive Officer)

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Tara Quigley
Tara Quigley (Executive Vice President, Surety)

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.

On this 23rd day of August 2022 before me came the above named Chief Executive Officer of each of Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Arlanda Kongoli
Notary Public
My commission expires on April 3, 2027

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Companies, this 7th day of June, 2023

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Jeff Sipos
Jeff Sipos, Secretary

All Claims Notices should be sent to: Ascot Surety & Casualty Company, 55 W 46th Street, 26th Floor, New York, NY 10036; Attention Bond Claim Unit: suretyclaims@ascotgroup.com

**CITY OF BELLE MEADE
2023 GRAVITY SEWER LINE CLEANING & TELEVISION PROJECT
CONTRACT**

THIS CONTRACT made this 7th day of June in the year TWO THOUSAND and TWENTY THREE (2023) by and between SaniTech Jet Vac Services, LLC hereinafter called the Contractor, and the City of Belle Meade, 4705 Harding Road Nashville, Tennessee 37205, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1.

Scope of the Work – The Contractor shall furnish all of the materials and perform all of the work described in the Specifications entitled: Gravity Sewer Line Cleaning and Television Inspections – 2023. The services to be rendered under this contract are those of an independent contractor. The contractor is not an officer, employee, or agent of the City of Belle Meade.

Indemnity Requirement – The Contractor further agrees to protect, defend, and save the City of Belle Meade, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against any and all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services in any way resulting from the act or omissions of the Contractor and /or its agents, employees, subcontractors, representative or the City of Belle Meade under this agreement.

Compliance With Laws – The Contractor must comply with all applicable federal, state, and local laws including the prevailing wage laws. The Contractor shall procure and maintain for the duration of the contract, at his/her own expense, insurance indicating General Liability to include damages for Bodily Injury, Property Damage, and Personal Injury in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) annual aggregate and Automobile Liability to include owned, hired, and non-owned motor vehicles in the amount of one million dollars (\$1,000,000) per occurrence, with an endorsement naming the City of Belle Meade as additional insured. The Contractor shall furnish to the City a Certificate of Insurance indicating such coverage. The Contractor is to also furnish a Certificate of Insurance indicating coverage under a Workman's Compensation Policy that meets the State Minimum Requirements. The Contractor is responsible for work-related injuries of the Contractor's employees and subcontractors. The Contractor must provide all equipment and supervision for this contract and assume responsibility for all uninsured subcontractors. The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee. The Contractor must provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage.

2023 Gravity Sewer Line Cleaning & Television Inspections

ARTICLE 2. Time of Completion – The work to be performed under this Contract shall be commenced on 06/07/2023 and shall be completed on 8/02/2023 (45 working days from issuance of the notice to proceed).

ARTICLE 3. The Contract Sum – The Owner shall pay the Contractor for the performance of the Contract, subject to Additions and Deductions provided therein, in current funds as follows:

thirty-seven thousand, five-hundred and sixty-nine dollars (\$37,569.00)

Where the quantities contemplated are so changed that application of the agreed Lump Sum Amount to the quantity of work performed is shown to create a hardship to the Owner or to the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. Progress Payments – The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the first day of each month ninety-five (95%) percent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the last day of that month, less the aggregate of previous payments.

ARTICLE 5. Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City shall promptly make such inspection, and when it finds the work acceptable under the Contract and the Contract fully performed, it shall release the entire balance found to be due the Contractor, including any retained percentage, and remit payment to the Contractor within thirty (30) days after the date of said final inspection.

Before issuance of final payment, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing after final payment or from requirements of the Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. The Contract Documents – The General Conditions of the Contract, the Specifications, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

OWNER

City of Belle Meade

BY 
Jennifer Moody

Title City Manager

CONTRACTOR

SaniTech Jet Vac Services, LLC

Contractor's Business Name

BY 
Contractor Representative

Print Name Erin Quinn

Title Secretary

NOTICE TO PROCEED

TO: SaniTech Jet Vac Services, LLC

Date: June 7, 2023

Project: **2023 Gravity Sewer Line Cleaning and Television Inspections**

1. You are hereby notified to commence work in accordance with the Agreement dated June 7, 2023, on or before June 8, 2023, and you are to complete the WORK within 45 working days thereafter. Working days are defined as Monday through Friday, only between the hours of 7:30 a.m. and 6:00 p.m. each working day. The date of completion of WORK is therefore August 2, 2023.

City of Belle Meade
Owner

BY 
Jennifer Moody

Title City Manager

2023 Gravity Sewer Line Cleaning & Television Inspections



® CONTRACTOR CERTIFICATION

Date: June 7, 2023

To: SaniTech Jet Vac Services, LLC (Contractor)

4141 Rockside Rd #100 (Address)

Seven Hills, OH 44131

Project Description: 2023 Gravity Sewer Line Cleaning and Television Inspections

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Section 12-4-101 (a) and (b), which provide in part that "it is unlawful for any...person whose duty it is to...overlook or in any manner to superintend any work or any contract in which" the City "shall or may be interested" to be directly or indirectly interested in such contract. Accordingly, it will be a violation of the law of the state and the policies of the City of Belle Meade for any employee of the City to participate in any manner in the performance of this contract or to share in the proceeds of the same. In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: Jennifer W. Moody
Jennifer Moody, City Manager

Date: 6/07/2023

Sani-Tech Jet Vac Services, LLC (Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

Sani-Tech Jet Vac Services, LLC (Contractor)

By: EPK

Date: 6/7/2023

2023 Gravity Sewer Line Cleaning & Television Inspections



CONTRACTOR CERTIFICATION
TCA Title 12, Chapter 12 – IRAN DIVESTMENT ACT

Date: June 7, 2023

Contractor Name SaniTech Jet Vac Services, LLC

Address 4141 Rockside Rd #100

City, State Seven Hills, OH 44131

Contract Name/description: 2023 Gravity Sewer Line Cleaning and Television Inspections

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Title 12, Chapter 12, Iran Divestment Act, which requires that any bidder submitting a bid or proposal, or who contracts with the state or political subdivision of the state, including a contract renewal or assumption, shall certify the following statement as true under the penalties of perjury: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA Section 12-12-106" (copy attached).

In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: Jennifer Moody
 Jennifer Moody, City Manager

Date: 6/07/2023

SaniTech Jet Vac Services, LLC (Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

By: Erin Quinn
 (Contractor's Representative)

Date: 6/7/2023

Erin Quinn

Print name of Representative

2023 Gravity Sewer Line Cleaning & Television Inspections



Central
Procurement Office

NOTICE

Tenn. Code Ann. § 12-12-106 requires the state chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

The list, when completed, shall be posted on the state's website. The state's chief procurement officer shall update the list every one hundred eighty (180) days. For these purposes, the State intends to use the attached list of "Entities determined to be nonresponsive bidders/offers pursuant to the New York State Iran Divestment Act of 2012."

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

Entities Ineligible to Contract With

List Date: December 5, 2022

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipet (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

2023 Gravity Sewer Line Cleaning & Television Inspections

CHANGE ORDER

Change Order No. _____

NAME OF PROJECT: 2023 Gravity Sewer Line Cleaning and Television InspectionsOWNER: City of Belle MeadeCONTRACTOR: SaniTech Jet Vac Services, LLC

The Following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be
(increased) (decreased) by \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (date).

Approvals Required:

To be effective, this Order must be approved by the City of Belle Meade if it changes the scope or objective of the project, or if it will increase the budgeted amount of funds needed to complete the project, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested

BY: _____ BY: _____ Date: _____

Approved

BY: City of Belle Meade BY: _____ Date: _____

2023 Gravity Sewer Line Cleaning & Television Inspections

April 2023 - Monthly Report

May 1, 2023

All,

I am pleased to present the detailed activities of the building, code enforcement, and planning departments.

Building Department Activities:

1. Building permits Issued = 4
2. Building inspection report (attached)
 - a. Total inspections = 32
 - b. Inspections passed = 27
 - c. Inspections failed = 5
3. Code Enforcement
 - a. No code cases

Planning and Zoning Activities

1. BZA – 2 cases (1 approval, 1 application rescinded)
2. Planning Commission – 1 case (1 application rescinded)
3. Historic Zoning Commission – 4 cases (4 applications approved)

Stormwater

There were (5) five applications sent to the City Engineer for review.

Boards and Committees:

No information

Building and Planning Department Miscellaneous:

1. There is concern over the time it takes to get a pool permit after BZA approval. The timeline follows:
 - a. BZA submittal deadline to hearing date is approximately 6 weeks.
 - b. BZA approval to City Engineer approval (typically 2-4 weeks)

My suggestion is to allow a BZA applicant to submit engineering plans for review concurrently with a BZA application. By doing so, the timeline to obtain a pool permit (with BZA approval) is significantly reduced.

2. With recent changes to the electrical inspection program, it may be an appropriate time to issue mechanical and plumbing permits in-house versus using Metro-Nashville for permitting and inspections.

To give some background, the overwhelming majority of jurisdictions in Tennessee issue building, mechanical, and plumbing permits in-house while relying on the State to conduct electrical inspections.

Since an inspector is already onsite conducting a building inspection, the additional workload of conducting a mechanical or plumbing inspection is minimal at best. Also, most building inspectors are certified in all residential inspection disciplines. In fact, up until about 2 years ago, T.C.A. law required all residential inspectors to have all three certifications (building, mechanical and plumbing). So, it is now common for an inspector to be multi-certified.

Another concern I have is that I have noticed that many code items are being missed by mechanical and plumbing inspectors. As your consultant, I routinely issue correction notices for mechanical and plumbing deficiencies that should have been caught by Metro inspectors.

A final benefit of in-house permitting (mechanical and plumbing) is this would create an additional revenue source for the City of Belle Meade. Below is a sample of permit fees charged by Metro for plumbing and mechanical permits.

In order to calculate a sample permit fee, we need to establish some information about a proposed new construction residence. In our example, the size of the house does not matter. Metro-Nashville only bills by fixture count (plumbing) and mechanical unit information (HVAC).

Plumbing Permit Fee:

Base permit fee:	\$75.00
Plumbing fixtures (30) @ \$11.00	\$330.00
Sewer connection fee:	\$80.00
Water service connection	\$80.00
Water heater (2)	\$86.00

Plumbing Permit Fee \$651.00

HVAC Permit Fee:

Base Fee	\$75.00
Mechanical appliance (3) @ \$11.00	\$33.00
Gas connection	\$11.00

Gas water heater (2) @21.00	\$42.00
Fuel piping	\$50.00

HVAC Permit Fee	\$211.00
------------------------	-----------------

Total for Plumbing and HVAC permits	\$862.00
--	-----------------

3. In reviewing the Municipal Code, I have noted that Chapter #12 needs to be updated to reflect current codes and to remove redundant and obsolete language. Additionally, the city has not adopted the International Energy Conservation Code which is required by T.C.A. law or the International Swimming Pool and Spa Code (ISPSC) which regulates the construction and operation of residential and commercial pools and spas.
4. If the city adds mechanical and plumbing permitting, then the fee schedule will need to be modified to reflect additional permit fees. With that, it would be best to simplify the building permit fee schedule to a more easily understandable document. Please see the attached sample from the City of Oak Hill to illustrate a fee chart for building permitting.

Service Agreement

I have had recent discussions with City Manager Moody regarding the status of my service agreement with the City of Belle Meade. The service agreement reads as follows:

Term. The term of this Agreement shall be from February 1, 2023, thru June 30, 2023. The City may agree to extend the term of this Agreement provided written notice is submitted to the Consultant by May 1, 2023. The parties reserve the right to modify any future agreements between them.

I explained to Ms. Moody that *Municipal Inspection Partners* would be willing to switch to a month-to-month agreement until such time that a permanent replacement is hired. I also expressed that if the city hires a full-time planner, my company would be interested in providing building inspection services to the city. This would include building, mechanical, and plumbing inspections. We would continue current operations thru our on-line inspection request portal and continue answering daily builder inquiries to the city issued cell phone.

Should you have further questions regarding my report, please feel free to reach out to me.

Andrew Pieri

Building Consultant



Request Detail Report

04/01/2023 - 04/30/2023

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
616453347	4/28/2023	Siteworks	1 Webster In	Form and steel inspection for new driveway	Concrete drive by garage	Inspection Passed
616391255	4/28/2023	Crestline Builders, LLC	438 Royal Oaks Dr.	Final Building inspection	Call Dan so he can meet you there	Inspection Passed
616333856	4/28/2023	Hyde Construction Group	429 Royal Oaks Drive	Final/U&O	Please call Ryan to set time.	Inspection Passed
616312918	4/28/2023	Muldowney General Contractor Inc.	810 Jackson Blvd.	Final	9:30 AM	Inspection Passed
616145775	4/27/2023	FRANK STASEK CONSTRUCTION INC	310 sutherland ave	final	call to allow us to have someone there to let you in	Inspection Passed
615783692	4/26/2023	M.p. Daniel	402 ellendale ave	Framing		Inspection Passed
615553374	4/25/2023	Province Builders	903 Lynnwood Blvd	Temp Final	Door Code 4565	Inspection Passed
615191652	4/24/2023	Catalyst Builders	1108 Nichol lane	Insulation		Inspection Failed
614990936	4/24/2023	Rogers Build	533 Belle Meade Blvd	Insulation		Inspection Passed
614720547	4/21/2023		215 Deer Park Circle	Final		Inspection Passed
614610442	4/21/2023	Outdoor Structures DBA Watermark Pools	203 Lynnwood Blvd	Pool Final		Inspection Failed
614606110	4/21/2023	Cook builders	1207 canterbury	Porch and fireplace slabs		Inspection Passed

Page: 1 of 3

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
614312617	4/20/2023	Siteworks	22 Lynnwood Lane	Steel for footings		Inspection Passed
614285542	4/20/2023	Province Builders	903 Lynwood.Bld	TEMP FINAL	Call Dustin 615-815-5115	Inspection Failed
613946924	4/19/2023	Hyde Construction Group	429 Royal Oaks Drive	Final/U&O	Please call Ryan to set time.	Inspection Failed
613433221	4/17/2023	Van Mol Restoration	22 Lynnwood Lane	Insulation	Exterior walls in kitchen, master and master closet have been spray foamed	Inspection Passed
612790280	4/14/2023		1306 Chickering Rd	Driveway		Inspection Passed
612719163	4/14/2023	Micheal Cronin Acoustic	414 Ellendale	Insulation inspection	Pass us please ;)	Inspection Passed
612263942	4/12/2023	Rogers Build	533 Belle Meade Blvd	Framing Inspection	Please call Ben before going	Inspection Passed
611706558	4/11/2023	M.p. Daniel	402 ellendale ave	Concrete footing	Front porch steps	Inspection Passed
611407650	4/10/2023	Phipps	418 westview	Insulations	Afternoon is best	Inspection Passed
611092136	4/7/2023	The parent company	815 Belle Meade blvd	Framing	Call when on way	Inspection Passed
611031849	4/7/2023	phipp construction	418 westview ave	framing		Inspection Passed
610619226	4/5/2023		11 Carriage Hill	Insulation		Inspection Passed
610603342	4/5/2023	Mike Smith and Company	1104 Belle Meade Blvd	footing	9 am	Inspection Passed
610545221	4/5/2023	The Wills Company	4411 Herbert Place	Insulation	Monday 4-10-2023	Inspection Passed

Request #	Request Date	Company Name	Project Address	Inspection/s Needed	Special Instructions	Status (Default)
610321040	4/4/2023	Powell LLC	1106 Nichol Lane	Framing/Flashing	Please call and we will meet you on-site. We will be tied up in mandatory company meeting tomorrow Wednesday, April 5th from 11-1. Thank you so much	Inspection Passed
610271944	4/4/2023	M.P. Daniel llc	402 ellendale ave	Framing	Concerned about a 3" drain through an LVL	Inspection Passed
610199022	4/4/2023	Catalyst Builders, Inc	1108 Nichol Ln	Framing and Exterior		Inspection Passed
609901197	4/3/2023	The Wills Company	4411 Herbert place	Framing	Call me for entry	Inspection Passed
609874483	4/3/2023		411 W Brookfield Ave	Final for U&O	I apologize for the short notice, but if we can get an inspection today we won't have to stay in a hotel over the weekend. The lease on our rental ends today. I didn't anticipate having a finals or I would have given more of a heads up. Thanks, Blair	Plans Approved
609866180	4/3/2023	Micheal Cronin Acoustic	414 Ellendale	Insulation inspection	Pass us please ;)	Inspection Failed

Total Records: 32

5/8/2023

Page: 3 of 3

12-1

TITLE 12

BUILDING, UTILITY, ETC. CODES¹

CHAPTER

1. BUILDING REGULATIONS.

CHAPTER 1

BUILDING REGULATIONS²

SECTION

12-101. International Residential Code for one and two family dwellings adopted.

12-102. Regulations for other structures.

12-103. Modifications to dwelling code.

12-104. Board of building code appeals.

12-101. International Residential Code for one and two family dwellings adopted. Two (2) copies of which are on file in the office of the building and zoning department being marked and designated as the 2015 International Residential Code, including chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 33, 40 and 42 together with appendix chapters F, H, J, and O as published by the International Code Council and is hereby adopted as the Building Code of the City of Belle Meade for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and not more than three (3) stories in height in the City of Belle Meade, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2015 edition, published by the International Code Council on file in the

¹Chapters 2 "Stormwater Ordinance" and 4 "Flood Damage Prevention Ordinance" have been relocated to this title from title 14 by Ord. #2015-8, Feb. 2015.

²Municipal code reference
Zoning code: title 14.

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office of the City of Belle Meade is hereby referred to, adopted and made a part hereof as if fully set out in this section.

(2) Notwithstanding the foregoing, plumbing, and/or gas mechanical construction, inspections and permits are covered by and subject to the provisions of the Building Code of the Metropolitan Government of Nashville and Davidson County and are administered by the metropolitan department of codes administration.

(3) Each property owner is solely responsible for compliance with any applicable metropolitan government building codes and inspections by the City of Belle Meade do not relieve such owner of this responsibility.

(4) That if any section, subsection, sentence, clause or phrase of this section is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The City of Belle Meade hereby declares that it would have passed the ordinance comprising this section, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

(5) That the building and zoning department is hereby ordered and directed to cause the ordinance comprising this section to be published.

(6) That this section and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect fifteen (15) days from and after the date of its final passage and adoption. (As replaced by ord. 84-13. 1987 Code, § 4-101, as amended by ord. 88-5, § 1; ord. 90-12, § 1; Ord. #94-7, § 1, Sept. 1997; Ord. #97-1, Feb. 1997; and Ord. #2002-12, January 2003, as replaced by Ord. #2007-8, Aug. 2007, and amended by Ord. #2015-7, Aug. 2015, and Ord. #2019-10, Dec. 2019 *Ch8_01-19-22*)

12-102. Regulations for other structures. With respect to buildings or structures other than one and two family dwellings, applicability of Tennessee Code Annotated, title 68, ch. 120, is hereby recognized, and the Building Inspector of the City of Belle Meade is hereby designated as the municipal building official referred to in Tennessee Code Annotated, § 68-120-106. (As replaced by ord. 84-13. 1987 Code, § 4-102, as amended by Ord. #94-7, § 1, Sept. 1994)

12-103. Modifications to dwelling code. For the purposes of this chapter, the following sections of the International Building Code adopted hereby by reference are deleted, modified or amended to read as indicated:

(1) R-105. Permit required. A permit shall be obtained before beginning construction, alteration, or repairs, other than ordinary repairs, using application forms furnished by the Building Official. Ordinary repairs are nonstructural repairs and do not include addition

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to, alteration of, or replacement or relocation of water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring, or mechanical or other work for which other permit may be required.

(a) No permit shall be issued for a building where the site chosen is unsuitable for such use by reason of peculiarities of terrain, flooding or improper drainage, objectional earth and rock formation, or of any other feature harmful to the health and safety of possible residents of the area and the community as a whole. In its determination of unsuitability for any of the reasons stated herein, or otherwise, the Building Official may rely on standards of the stormwater management ordinance of the Metropolitan Government of Davidson County or of other standards set forth in applicable statutes or regulations of the State of Tennessee, the federal government, or the Metropolitan Government, and may require the applicant to provide hydrology reports to assist in this determination.

(1) Fill shall not be used to raise land in areas subject to flood unless the fill proposed does not restrict the flow of water and unduly increase flood heights.

(2) Without in any way limiting the applicability of any other provisions of this ordinance,

(a) The minimum floor elevation of that portion of any structure intended for human occupancy shall be either equal to or higher than three feet (3') above the flood protection elevation. Those portions of such structure not intended for human occupancy, including but not limited to walls, foundations, or building supports of any kind, shall be either equal to or higher than the flood protection level.

(b) Flood protection elevation is defined as one foot (1') above the 100-year flood high water profile for the stream in the drainage area of which the structure is proposed to be located.

(b) Any Building Permit issued pursuant to this provision shall expire two (2) years after the date of issuance.

(1) Once a Building Permit is issued, construction shall proceed continuously until completion. The failure to proceed continuously with construction may result in the revocation of the building permit.

(2) Upon application to the Building Official and for good cause shown, a Building Permit may be extended for a period of one year.

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(3) An applicant may appeal the revocation of a building permit or the denial of the extension of a building permit to the Board of Building Code Appeals.

(4) The failure to have a required building permit at any time prior to completion of construction shall be a violation of this code, and subject to such penalties as might be imposed by the Board of Building Code Appeals under this Code.

(5) The failure to proceed continuously with construction until its conclusion is likewise a violation of the Building Code, subject to such additional penalties as might be imposed by the Board of Building Code Appeals under this Code.

(2) Building materials standards:

(a) No Building Permit shall be issued for new construction that does not comply with the following building materials standards:

- (1) Roofing Materials. Asphalt shingles that are not of a minimum weight of at least 300lb per square, and/or that use 3-tab shingles. All metal roofs shall be of a quality to include a 60 year guarantee on finish, and shall not use exposed screws.
- (2) Paint. Painting of unfinished surfaces shall consist of a minimum of (3) coats, one primer, two finish coats, and only the primer may be applied with sprayer. All paints shall be of a better quality than contractor grade paint.
- (3) Windows. New construction shall not incorporate storm windows. Windows shall not incorporate vinyl or aluminum frames of contractor grade.
- (4) Front doors. No front door shall be of steel, aluminum or vinyl.
- (5) Deck Material. No deck shall be constructed of vinyl clad materials.
- (6) Fascia (Gutter Board) Material. No fascia board shall consist of wood refaced with vinyl or aluminum.
- (7) Siding Material. No siding material shall be vinyl, aluminum, or wood refaced with vinyl or aluminum.
- (8) Veneer. No outside materials shall be thin veneer brick, stone, cultured stone or synthetic stone, unless wrapping an interior chimney flue chase that penetrates the roof.
- (9) Chimneys. Chimneys located on exterior walls constructed of materials other than masonry or modular masonry (Isokern "type") may not be

- constructed. Chimneys may not be faced with¹²⁻⁵ materials described in #7 or #8 above.
- (10) Mechanical/ Plumbing Vent Stacks. No vents shall be located on the portion of the structure's roof facing to the "front" as defined in the Zoning Code. All vents must be painted to match roof color.
 - (11) Gutters. No gutter shall have less than a 6 inch opening. Minimum downspouts to be 3x4 inches.
 - (12) Shutters. No shutters shall be plastic, vinyl or aluminum.
 - (13) Garage Doors. No garage doors shall be vinyl, fiberglass or aluminum. No steel garage doors shall be less than 24 gage thickness.
 - (14) Front Porch. No front porch steps visible from the street shall be "Broomed Finished" concrete.
- (b) No Use and Occupancy Permit shall be issued if the constructed structure includes any of the materials prohibited by 12-103(2)(a). In such an instance, the Building Official shall issue an order requiring removal of all such materials that have been installed in violation of the terms of the issuance of the Building Permit. (As replaced by Ord. #84-13, and amended by Ord. #87-9, 1987 Code, § 4-103, as amended by Ords. #88-5, § 2; 88-6; 89-2; Ord. #94-7, § 1, Sept. 1994, Ord. #2008-5, Dec. 2008, Ord. #2014-7, Nov. 2014, and Ord. #2015-09, Dec. 2015)

City of Oak Hill, Tennessee

Job Cost			Permit Fee	Number of Inspections
\$ 1.00	to	\$ 1,000.00	\$ 100.00	Up to 1
\$ 1,001.00	to	\$ 5,000.00	\$ 200.00	Up to 2
\$ 5,001.00	to	\$ 10,000.00	\$ 300.00	Up to 3
\$ 10,001.00	to	\$ 15,000.00	\$ 400.00	Up to 4
\$ 15,001.00	to	\$ 25,000.00	\$ 500.00	Up to 5
\$ 25,001.00	to	\$ 35,000.00	\$ 600.00	Up to 5
\$ 35,001.00	to	\$ 50,000.00	\$ 800.00	Up to 5
\$ 50,001.00	to	\$ 75,000.00	\$ 1,250.00	Up to 5
\$ 75,001.00	to	\$ 100,000.00	\$ 1,500.00	Up to 10
\$ 100,001.00	to	\$ 150,000.00	\$ 2,000.00	Up to 11
\$ 150,001.00	to	\$ 250,000.00	\$ 2,500.00	Up to 13
\$ 250,001.00	to	\$ 500,000.00	\$ 4,000.00	Up to 15
\$ 500,001.00	to	\$ 750,000.00	\$ 5,000.00	Up to 17
\$ 750,001.00	to	\$ 1,000,000.00	\$ 6,000.00	Up to 19
\$ 1,000,001.00	to	\$ 1,500,000.00	\$ 10,000.00	Up to 20
\$ 1,500,001.00	to	\$ 2,000,000.00	\$ 15,000.00	Up to 23
\$ 2,000,001.00	to	\$ 2,500,000.00	\$ 20,000.00	Up to 25
\$ 2,500,001.00	to	\$ 3,000,000.00	\$ 30,000.00	Up to 27
\$ 3,000,001.00	to	\$ 4,000,000.00	\$ 40,000.00	Up to 30
\$ 4,000,001.00	to	\$ 5,000,000.00	\$ 50,000.00	Up to 38
\$ 5,000,001.00	to	\$ 7,000,000.00	\$ 60,000.00	Up to 40
\$ 7,000,001.00	to	\$ 10,000,000.00	\$ 100,000.00	Up to 48
\$ 10,000,001.00	to	\$ 15,000,000.00	\$ 150,000.00	Up to 50
\$ 15,000,001.00	to	\$ 20,000,000.00	\$ 200,000.00	Up to 73
\$ 20,000,001.00	to	-----	\$ 250,000.00	Up to 75

Other Permit Fees:

Plan Review Fees, Residential	\$150.00
Plan Review Fees, CUP Holders (School & Churches)	\$ 100.00 Per Hour
<i>Includes 1 review, required changes to meet code, follow up review to verify changes. Additional reviews due to plan changes required by applicant will be subject to the additional review fees.</i>	
Preliminary Plat Base Fee (Includes up to 2 Reviews)	\$1,000.00
Preliminary Plat Per Lot Fee (Add for each lot)	\$250.00
Final Plant Base Fee (Includes 2 Reviews)	\$1,000.00
Final Flat Per Lot Fee (Add for each lot over 2 lots)	\$250.00
Additional Plat Review (Preliminary or Final)	\$250.00
Recording Construction Plans for Subdivisions	\$500.00
Subdivision sign or subdivision sign modification fee	\$500.00
Other new signs or sign modification fee	\$250.00
Temporary Signs/Banner Fee	\$50.00

Radnor Lake Review Fees:

Steep Slope Review Fee (Includes up to 2 Reviews)	\$1,000.00
Radnor Lake Review Fee (Includes up to 2 Reviews)	\$1,000.00
Additional Reviews (Per Review)	\$500.00
If the review is both Steep Slope and Radnor Lake review Fee (Includes up to 2)	\$2,000.00
Additional Reviews (Per Review)	\$500.00

Presentation Fees

Variance/Administrative Appeal	\$250.00
Conditional Use Permit without additional impervious surface (non-variance)	\$1,000.00
Conditional Use Permit with addition of impervious surface (non-variance)	\$4,000.00

Utility Permit Fees

Utility permit fee per zone	\$500.00
<i>A flat fee shall be assessed for a utility permit. The fee will be based on pre-determined zones. Each zone will require a permit the permit fee. A bond may also be required if deemed appropriate by City Manager.</i>	

1. If construction is started before a permit is obtained, the Permit Fee will be doubled.
2. Job costing includes demolition costs, driveways, pools, etc.
3. Inspections in excess of the respective number of inspections listed below will be charged \$125.00 per inspection, and payment to the PASSED SECOND READING: November 22, 2016



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: June 21, 2023

Re: Appointment of Members to the Municipal Planning Commission

BACKGROUND

In accordance with Belle Meade Municipal Code 14-101(1), the Belle Meade Planning Commission consists of ten members, one of the members shall be the mayor of the City of Belle Meade and another of the said ten members shall be a commissioner chosen by the Board of Commissioners. The other eight members shall be appointed by the mayor who shall make the appointment in writing and shall file said written appointment with the city recorder. Members shall serve for three years.

The term of Ms. Nina Davidson is scheduled to expire June 2023. Mr. John Eason resigned in November 2022 and Mr. Steve Horrell resigned in March of 2023; both left unexpired terms ending in June 2025.

Here is a list of the current members:

Municipal Planning Commission (MPC)		Term Expires
Chairman	<i>Vacant (Steve Horrell)</i>	June 2025
Vice Chairman	<i>Vacant (John Eason)</i>	June 2025
Member (Mayor)	Rusty Moore	Nov 2024
Member (Commissioner)	Haley Dale	Nov 2024
Member	James Hastings	June 2024
Member	<i>Nina Davidson</i>	June 2023
Member	Karen Rich	June 2024
Member	Larry Wieck	June 2025
Member	Gavin Duke	June 2025
Member	Scott Kendall	June 2025

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to appoint as follows: one citizen appointed to a new three-year term ending in June 2026 and two citizens appointed to each fill unexpired terms ending June 2025.

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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: June 21, 2023

Re: Appointment of Members to the Board of Zoning Appeals

BACKGROUND

In accordance with Belle Meade Municipal Code 2-101, the Belle Meade Board of Zoning Appeals consists of seven members serving staggered, three-year terms. The Board of Commissioners, upon passage of Ordinance 2023-1, increased the membership from five (5) members to seven (7) members. This created two new members that need to be initially filled.

The mayor, with the concurrence of the Board of Commissioners, shall appoint one of the members to serve as the chairman during their term. The chairman may select one of the members to serve as the vice chairman who shall preside over the meetings during the absence of the chairman.

Following the appointment of three (3) members at the May board meeting; below is a list of the current members:

Board of Zoning Appeals (BZA)	Term Expires
Joe Dughman, Vice Chairman	June 2023
Chris Tardio	June 2025
Charles Atwood	June 2026
Johnny Phipps	June 2026
Pete Zabaski	June 2026
Member	June 2026
Member	June 2026

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to appoint two (2) members to fill new, three-year terms expiring June 2026. Additionally, the Mayor is recommended to appoint a new Chairman for the Board of Zoning Appeals from the members.

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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners

From: Jennifer Moody, City Manager

Date: June 21, 2023

Re: Appointment of Members to the Historic Zoning Commission

BACKGROUND

In accordance with Belle Meade Municipal Code 2-201, the Belle Meade Historic Zoning Commission consists of seven (7) members, which shall consist of a local patriotic or historical organization; an architect; if available; a person who is a member of the local planning commission at the time of such person's appointment; and the remainder from the community in general. The members are appointed by the mayor subject to confirmation by the Board of Commissioners. The members terms are five (5) years and are staggered.

The term of Mr. Ron Farris is scheduled to expire June 2023.

Here is a list of the current members:

Historic Zoning Commission (HZC)		Term Expires
Chairman	Mal Wall	June 2025
Vice Chairman	Jeannette Whitson	June 2024
Member	Bunny Blackburn	June 2026
Member	Ron Farris	June 2023
Member	Gavin Duke	June 2024
Member	Rene Poe	June 2026
Member	Charlie Rankin	June 2026

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to appoint a new member to fill a three-year term expiring June 2026.

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City of Belle Meade - General Fund
Condensed Financial Statement - 4 Year Summary
April 30, 2023

	YTD April-23 Actual	YTD April-22 Actual	YTD April-21 Actual	YTD April-20 Actual	Average April 2020 to 2023
Operating Revenue					
Property and other taxes	\$ 3,330,126	\$ 3,292,441	\$ 1,508,870	\$ 1,530,813	\$ 2,415,562
Mixed drink taxes	45,862	39,792	21,128	39,450	36,558
Permits and fees	371,227	446,281	224,357	162,675	301,135
State sales taxes	255,520	242,524	252,217	177,929	232,047
State income taxes	-	-	-	-	-
Gross receipts - TVA	26,160	22,590	33,286	26,862	27,224
Franchise taxes	43,482	73,241	59,328	58,176	58,557
In lieu of tax - utilities	-	-	-	-	-
Public safety charges	4,019	2,205	701	-	1,731
Road Maintenance Fee MOU	323,191	297,872	253,191	193,617	266,968
Public safety charges	56,024	49,265	4,098	49,015	39,600
Stormwater User Fee	297,537	106,591	98,808	100,577	150,878
Court fines and costs	239,788	212,297	104,980	171,176	182,060
State beer tax	1,325	1,325	1,379	1,364	1,348
State-city streets	3,986	4,027	4,818	3,855	4,172
Other revenues (includes grants)	28,889	136,406	98,148	30,061	73,376
Interest earnings	314,921	53,098	108,699	243,078	179,949
Net Change in Value of Investments	(23,610)	(153,580)	(64,820)	57,797	(46,053)
Contributions	26,125	51,452	52,155	15,241	36,243
	<u>\$ 5,344,571</u>	<u>\$ 4,877,827</u>	<u>\$ 2,761,343</u>	<u>\$ 2,861,686</u>	<u>\$ 3,961,356</u>
Operating Expenditures					
General government	\$ 941,658	\$ 681,389	\$ 581,767	\$ 603,688	\$ 702,126
Police	1,691,612	1,601,859	1,562,623	1,434,157	1,572,563
Building inspection	135,158	107,398	97,945	110,180	112,670
Highways and streets	594,297	234,202	255,588	179,583	315,917
Stormwater	146,776	151,334	123,204	140,400	140,428
Solid waste collection	539,633	416,970	412,114	377,769	436,621
Parkways and Blvds	125,210	118,867	90,736	82,508	104,330
	<u>\$ 4,174,343</u>	<u>\$ 3,312,019</u>	<u>\$ 3,123,977</u>	<u>\$ 2,928,285</u>	<u>\$ 3,384,656</u>
Excess rev vs (exp) from Operations	<u>\$ 1,170,228</u>	<u>\$ 1,565,808</u>	<u>\$ (362,634)</u>	<u>\$ (66,599)</u>	<u>\$ 576,700</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	360,674	277,466	817,211	697,785	538,284
Net rev vs net (exp)	<u>\$ 809,554</u>	<u>\$ 1,288,342</u>	<u>\$ (1,179,845)</u>	<u>\$ (764,384)</u>	<u>\$ 38,416</u>
Assets					
Cash	\$ 138,973	\$ 91,752	\$ 160,811	\$ 28,344	
Investments	11,060,813	10,007,930	8,635,421	9,337,025	
Investments - Designated	6,358,473	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,329,233	3,306,275	1,787,609	1,308,568	
Other receivables	137,947	91,645	123,904	9,192	
Other assets	17,085	16,277	11,098	16,647	
	<u>\$ 21,042,523</u>	<u>\$ 19,872,352</u>	<u>\$ 16,733,863</u>	<u>\$ 15,708,841</u>	
Liabilities and Reserves					
Payables and accrued liab	421,349	36,167	39,630	1,756	
Deferred rev - prop taxes	3,329,233	3,306,275	1,787,609	1,308,568	
Deferred rev - ARPA grant	848,007	424,003	-	-	
Designated reserves	6,358,473	6,358,473	6,015,020	5,009,065	
Unrestricted funds	9,275,907	8,459,092	10,071,449	10,153,836	
Revenues < expenditures	809,554	1,288,342	(1,179,845)	(764,384)	
	<u>\$ 21,042,523</u>	<u>\$ 19,872,352</u>	<u>\$ 16,733,863</u>	<u>\$ 15,708,841</u>	

City Of Belle Meade - General Fund
Condensed Financial Statement - (Budget vs Actual)
April 30, 2023

	Fiscal 2023 Budget	YTD 2023 Budget	YTD April-23 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,277,517	\$ 3,277,517	\$ 3,330,126	\$ 52,609	0%
Mixed drink taxes	50,000	33,333	45,862	12,529	38%
Permits and fees	454,000	378,333	371,227	(7,106)	-2%
State sales taxes	309,468	206,312	255,520	49,208	24%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	29,274	21,956	26,160	4,204	19%
Franchise taxes	75,000	50,000	43,482	(6,518)	-13%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	323,191	323,191	323,191	-	0%
Public safety charges	45,000	37,500	56,024	18,524	49%
Stormwater User Fee	303,266	303,266	297,537	(5,729)	-2%
Court fines and costs	234,916	195,763	239,788	44,025	22%
State beer tax	1,310	874	1,325	451	52%
State-city streets	5,102	3,401	3,986	585	17%
Sports betting tax	4,182	2,788	4,019	1,231	44%
Other revenues	909,325	-	28,889	28,889	0%
Interest earnings	150,000	125,000	314,921	189,921	152%
Net Change in Value of Investments	-	-	(23,610)	(23,610)	0%
Contributions	18,000	18,000	26,125	8,125	45%
	<u>\$ 6,194,551</u>	<u>\$ 4,977,234</u>	<u>\$ 5,344,571</u>	<u>\$ 367,336</u>	<u>446%</u>
Operating Expenditures					
General government	\$ 1,110,443	\$ 923,703	\$ 941,658	\$ (17,956)	2%
Police	2,103,724	1,753,104	1,691,612	61,492	-4%
Building inspection	144,764	120,636	135,158	(14,521)	12%
Highways and streets	344,442	287,035	594,297	(307,261)	107%
Stormwater	207,960	173,300	146,776	26,524	-15%
Solid waste collection	594,200	495,167	539,633	(44,466)	9%
Parkways and Blvds	136,940	114,117	125,210	(11,093)	10%
	<u>\$ 4,642,474</u>	<u>\$ 3,867,061</u>	<u>\$ 4,174,343</u>	<u>\$ (307,282)</u>	<u>121%</u>
Excess rev vs (exp) from Operations	<u>\$ 1,552,078</u>	<u>\$ 1,110,173</u>	<u>\$ 1,170,228</u>	<u>\$ 674,618</u>	<u>325%</u>
Capital Revenue and Expenditures					
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	3,562,732	593,789	360,674	233,115	-39%
Net rev vs net (exp)	<u>\$ (2,010,654)</u>	<u>\$ 516,384</u>	<u>\$ 809,554</u>	<u>\$ 293,169</u>	<u>-489%</u>
Assets			April 30, 2023	April 30, 2022	
Cash			\$ 138,973	\$ 91,752	
Investments			11,060,813	10,007,930	
Investments - Designated			6,358,473	6,358,473	
Property taxes receivable			3,329,233	3,306,275	
Other receivables			137,947	91,645	
Other assets			17,085	16,277	
			<u>\$ 21,042,523</u>	<u>\$ 19,872,352</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 421,349	\$ 36,167	
Deferred rev - prop taxes			3,329,233	3,306,275	
Deferred rev - ARPA grant			848,007	424,003	
Designated reserves			6,358,473	6,358,473	
Unrestricted funds			9,275,907	8,459,092	
Revenues < expenditures			809,554	1,288,342	
			<u>\$ 21,042,523</u>	<u>\$ 19,872,352</u>	

City of Belle Meade
Other Revenue Breakdown
For the month ended, April 30, 2023

Grant - State of TN: Highway Safety	\$ 21,990
Grant - PEP	1,500
Land Sale Proceeds	3,100
Vending Machine proceeds/Other	476
Voting Space rental	1,050
Recycle Cans	179
Book Sales - "Belle Meade : A Legacy of Land, Lives and Loves"	594
Totals	<u>\$ 28,889</u>



Capital Budget Report - General Fund - April 30, 2023



Project/Budget Item	FY 23	FY 24	FY 25	FY 26	FY 27	Total	Actual Spent FY 23	Budget Variance FY 23
Fleet Replacement								
Vehicle Replacement-Undesignated	\$115,125	\$153,788	\$223,430	\$131,685	\$78,400	\$702,428	\$124,243	(\$9,118)
Total Fleet Replacement	\$115,125	\$153,788	\$223,430	\$131,685	\$78,400	\$702,428	\$124,243	(\$9,118)
Machinery and Equipment								
Furnishings and Office Equipment	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$8,750	\$0	\$1,750
Ticketwriters, Mounts, InCar Video	\$119,485	\$82,000	\$82,000	\$80,000	\$80,000	\$443,485	\$46,937	\$72,548
Computers, Monitors, Servers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Machinery and Equipment	\$121,235	\$83,750	\$83,750	\$81,750	\$81,750	\$452,235	\$46,937	\$74,298
Streets								
Street paving- Per paving plan	\$326,372	\$300,000	\$300,000	\$300,000	\$300,000	\$1,526,372	\$89,166	\$237,206
Street paving- Master Plan, other	\$1,900,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,900,000	\$0	\$1,900,000
Total Streets	\$2,226,372	\$800,000	\$800,000	\$800,000	\$800,000	\$5,426,372	\$89,166	\$2,137,206
Stormwater								
Stormwater Infrastructure Cond Asses.								
Stormwater Imp- Undesignated	\$1,100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$1,300,000	\$100,328	\$999,672
Total Stormwater	\$1,100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$1,300,000	\$100,328	\$999,672
Total	\$3,562,732	\$1,087,538	\$1,157,180	\$1,063,435	\$1,010,150	\$7,881,035	\$360,674	\$3,202,058

**** Any fiscal years beyond the current approved fiscal year are for planning purposes only.**

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
April 30, 2023

ASSETS	FY 2023	FY 2022
Current assets:		
Cash and cash equivalents	\$ 258,485	\$ 208,270
Cash and cash equivalents- restricted	-	-
Investments	1,499,074	1,280,830
Receivables (net of allowance for uncollectible)	41,567	38,649
Prepays	898	859
Inventory	15,064	5,548
Total current assets	<u>1,815,088</u>	<u>1,534,156</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,214,135	6,933,295
Accumulated Depreciation	<u>(6,499,371)</u>	<u>(6,251,659)</u>
Total capital assets (net of accumulated depreciation)	<u>1,270,362</u>	<u>1,237,234</u>
TOTAL ASSETS	<u>\$ 3,085,450</u>	<u>\$ 2,771,390</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	47,404	12,549
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>47,404</u>	<u>12,549</u>
Long-term liabilities:		
Accrued leave	4,431	4,543
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,543</u>
TOTAL LIABILITIES	<u>51,835</u>	<u>17,092</u>
NET POSITION		
Change in Net Position	424,049	326,022
Net investment in capital assets	588,920	836,632
Restricted	-	-
Unrestricted	2,020,645	1,591,644
TOTAL NET POSITION	<u>3,033,614</u>	<u>2,754,298</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,085,450</u>	<u>\$ 2,771,390</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended April 30, 2023

	FY 2023 BUDGET	FY 2023 BUDGET YTD	FY 2023 ACTUAL YTD	FY 2022 ACTUAL YTD	Variance Actual vs Last Yr.
Operating revenues:					
Sewer user fees	\$ 502,091	\$ 418,409	\$ 459,509	\$ 426,149	8%
Permits	1,600	1,333	2,200	1,600	38%
Total operating revenues	503,691	419,743	461,709	427,749	8%
Operating expenses:					
Salaries	61,758	51,465	43,744	41,563	5%
Payroll Taxes	4,265	3,554	3,254	2,995	9%
Health/Dental & Life Ins.	12,527	10,439	10,582	8,613	23%
Retirement	4,461	3,717	3,454	3,365	3%
Clothing & Uniforms	1,330	1,108	817	788	4%
Education & Training	820	683	400	810	0%
Telephone, Internet	1,200	1,000	960	906	6%
Professional Services	15,390	12,825	3,425	3,757	0%
Insurance	5,400	4,500	4,496	4,259	6%
Repair & Maintenance Pumps	43,950	36,625	11,686	26,651	0%
Repair & Maintenance Vehicle	1,000	833	7,608	709	973%
Repair & Maintenance Other Equipment	1,000	833	-	-	0%
Operating Supplies	1,350	1,125	509	1,058	-52%
Chemicals	115,000	115,000	104,323	102,186	2%
Gasoline, Oil	9,560	7,967	4,232	3,076	0%
Consumable Tools	400	333	536	365	0%
Depreciation	250,000	-	-	-	0%
Total operating expenses	529,411	252,009	200,026	201,101	-1%
Operating income	(25,720)	167,733	261,683	226,648	15%
Nonoperating revenues:					
Interest income	250	208	41,381	876	4624%
Other income	333,323	-	-	12,500	-100%
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	333,573	208	41,381	13,376	0%
Income before contributions and transfers	307,853	167,942	303,064	240,024	26%
Contributions and transfers					
Tap and access fees	16,000	13,333	22,000	16,000	38%
Capital contributions	55,850	46,542	98,985	69,998	41%
Total contributions and transfers	71,850	59,875	120,985	85,998	41%
Change in position	379,703	227,817	424,049	326,022	30%
Net position, beginning of year					
Net position, end of year	\$ 379,703	\$ 227,817	\$ 424,049	\$ 326,022	

City of Belle Meade, Tennessee
4 Year summary
Proprietary Fund (Sewer Fund)
April 30, 2023

ASSETS	FY 2023	FY 2022	FY 2021	FY 2020
Current assets:				
Cash and cash equivalents	\$ 258,485	\$ 208,270	\$ 181,409	\$ 220,232
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,499,074	1,280,830	1,079,936	797,953
Receivables (net of allowance for uncollectible)	41,567	38,649	37,638	842
Prepays	898	859	584	749
Inventory	15,064	5,548	8,688	5,634
Total current assets	<u>1,815,088</u>	<u>1,534,156</u>	<u>1,308,255</u>	<u>1,025,410</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	71,723
Improvements other than buildings	555,598	555,598	541,158	454,646
Machinery and equipment	7,214,135	6,933,295	6,776,682	6,669,022
Accumulated Depreciation	(6,499,371)	(6,251,659)	(6,008,191)	(5,759,035)
Total capital assets (net of accumulated depreciation)	<u>1,270,362</u>	<u>1,237,234</u>	<u>1,309,649</u>	<u>1,436,356</u>
TOTAL ASSETS	<u>\$ 3,085,450</u>	<u>\$ 2,771,390</u>	<u>\$ 2,617,904</u>	<u>\$ 2,461,766</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	47,404	12,549	9,756	9,024
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>47,404</u>	<u>12,549</u>	<u>9,756</u>	<u>9,024</u>
Long-term liabilities:				
Accrued leave	4,431	4,543	3,412	2,640
TOTAL LONG-TERM LIABILITIES	<u>4,431</u>	<u>4,543</u>	<u>3,412</u>	<u>2,640</u>
TOTAL LIABILITIES	<u>51,835</u>	<u>17,092</u>	<u>13,168</u>	<u>11,664</u>
NET POSITION				
Change in Net Position	424,049	326,022	335,394	255,433
Net investment in capital assets	588,920	836,632	1,080,100	1,329,255
Restricted	-	-	-	-
Unrestricted	2,020,645	1,591,644	1,189,242	865,414
TOTAL NET POSITION	<u>3,033,614</u>	<u>2,754,298</u>	<u>2,604,736</u>	<u>2,450,101</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,085,450</u>	<u>\$ 2,771,390</u>	<u>\$ 2,617,904</u>	<u>\$ 2,461,766</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended April 30, 2023

	April 2023 FY Actual YTD	April 2022 FY Actual YTD	April 2021 FY Actual YTD	April 2020 FY Actual YTD	4 Year Average
Operating revenues:					
Sewer user fees	\$ 459,509	\$ 426,149	\$ 387,109	\$ 389,573	\$ 415,585
Permits	2,200	1,600	4,400	1,000	2,300
Total operating revenues	\$ 461,709	\$ 427,749	\$ 391,509	\$ 390,573	\$ 417,885
Operating expenses:					
Salaries	\$ 43,744	\$ 41,563	\$ 37,716	\$ 35,142	\$ 39,541
Payroll Taxes	3,254	2,995	2,732	2,550	2,883
Health/Dental & Life Ins.	10,582	8,613	5,305	3,878	7,095
Retirement	3,454	3,365	2,963	2,959	3,185
Clothing & Uniforms	817	788	812	1,246	916
Education & Training	400	810	125	250	396
Telephone, Internet	960	906	920	831	904
Professional Services	3,425	3,757	9,092	8,908	6,295
Insurance	4,496	4,259	2,920	3,742	3,854
Repair & Maintenance Pumps	11,686	26,651	24,623	49,954	28,229
Repair & Maintenance Vehicle	7,608	709	1,179	883	2,595
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	509	1,058	375	87	507
Chemicals	104,323	102,186	107,973	93,440	101,981
Gasoline, Oil	4,232	3,076	1,301	2,148	2,689
Consumable Tools	536	365	-	114	254
Depreciation	-	-	-	-	-
Total operating expenses	\$ 200,026	\$ 201,101	\$ 198,036	\$ 206,132	\$ 201,324
Operating income	\$ 261,683	\$ 226,648	\$ 193,473	\$ 184,441	\$ 216,561
Nonoperating revenues:					
Interest income	41,381	876	1,360	11,771	13,847
Other income	-	12,500	26,559	1,598	10,164
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	41,381	13,376	27,919	13,369	24,011
Income before contributions and transfers	303,064	240,024	221,392	197,810	240,572
Contributions and transfers					
Tap and access fees	22,000	16,000	24,200	11,000	18,300
Capital contributions	98,985	69,998	89,802	46,623	76,352
Total contributions and transfers	120,985	85,998	114,002	57,623	94,652
Change in position	424,049	326,022	335,394	255,433	335,224
Net position, beginning of year	-	-	-	-	-
Net position, end of year	\$ 424,049	\$ 326,022	\$ 335,394	\$ 255,433	\$ 335,224

**City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
May 31, 2023**

First Horizon Advisors Account	2023	
	Year to Date	
Beginning Balance	\$	7,000,823.71
Additions & Withdrawals		478,730.78
Interest Income		17,339.25
Taxes, Fees & Expenses		-
Change in Value		(11,465.54)
Ending Balance	\$	7,485,428.20

Interest Income (includes First Horizon Checking Account):

July 2022	\$	2,238.07
August		8,476.89
September		7,856.41
October		4,374.63
November		8,329.21
December		9,215.03
January 2023		9,255.69
February		5,640.42
March		8,545.64
April		8,345.07
May		17,339.20

TOTAL	\$	89,616.26
--------------	-----------	------------------

**Investment Schedule - General Fund
Local Government Investment Pool
Balance at May 31, 2023**

<u>Investment Type</u>	<u>Financial Institution</u>	<u>Balance</u>	<u>Current Rate</u>	<u>Previous Rate</u>	<u>Comments</u>
Liquid Investment Account	Local Government Investment Pool	\$ 9,821,307	4.91%	4.71%	Earnings rate is monthly average
<u>Interest Earnings</u>					
	Current month	\$ 41,121.00			
	Fiscal year-to-date	\$ 300,655.99			
<u>Cash Transfers</u>					
<u>From Investment Pool to Operating Cash (withdrawal):</u>					
	5/11/2023	\$ 100,000.00			
	5/16/2023	\$ 100,000.00			
	Total	\$ 200,000.00			
<u>From Operating Cash to Investment Pool (deposit):</u>					
	Total	\$ -			
Restricted funds in the LGIP balance:					
**** American Rescue Plans Act (ARPA) fund restricted for specific uses.		\$ 848,007.08			
** David & Cindy Wilds Exemplary Service Award funds restricted to police department employees per specific guidelines.		14,527.35			
		\$ 862,534.43			

City of Belle Meade**Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at May 31, 2023**

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,505,327	4.91%	4.71%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 6,251.00
Fiscal year-to-date	\$ 47,633.23

Cash Transfers**From Investment Pool to Operating Cash (withdrawal):**

Total	\$ -
--------------	-------------

From Operating Cash to Investment Pool (deposit):

Total	\$ -
--------------	-------------

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**Local Government Corporation**

714 Armstrong Lane
Columbia, Tennessee 38401
931-381-1155

City of Belle Meade
Belle Meade City Hall
4705 Harding Road
Nashville, TN 37205

Invoice	135992
Date	06/01/2023
Due Date	07/01/2023
Page	1

Purchase Order No.	Customer	Customer Number	Payment Term	Sales Order No.	Invoice Type
	City of Belle Meade	3501	Net 30 days		Annual
Item No.	Description	Unit Price	Ext. Price		
1	Backpack - Online Pay Info - Core 07/01/2023 - 06/30/2024	\$192.60	\$192.60		
2	Nextgen-Misc. Receipting 07/01/2023 - 06/30/2024	\$3,144.00	\$3,144.00		
3	Nextgen Document Management 07/01/2023 - 06/30/2024	\$2,227.00	\$2,227.00		
4	Nextgen Document Management Forms Manager 07/01/2023 - 06/30/2024	\$1,310.00	\$1,310.00		
5	CTRIS 07/01/2023 - 06/30/2024	\$5,240.00	\$5,240.00		
6	Backpack - Benefits & HR Library 07/01/2023 - 06/30/2024	\$300.00	\$300.00		
7	CTRIS -Ticket Importer 07/01/2023 - 06/30/2024	\$2,489.00	\$2,489.00		
8	Nextgen-General Ledger 07/01/2023 - 06/30/2024	\$3,537.00	\$3,537.00		
9	Nextgen-Purchasing 07/01/2023 - 06/30/2024	\$2,227.00	\$2,227.00		
10	Nextgen-Payroll 07/01/2023 - 06/30/2024	\$6,026.00	\$6,026.00		
			Software Support Total	\$26,692.60	
11	Avast Antivirus - Single S/N 14734080620 07/01/2023 - 06/30/2024	\$21.00	\$21.00		
12	Avast Antivirus - Single S/N 14734080620 07/01/2023 - 06/30/2024	\$21.00	\$21.00		
13	LGC LGC SSD Backup - 250 S/N 14734 07/01/2023 - 06/30/2024	\$300.00	\$300.00		
14	APC APC Back Ups RS 1500 VA S/N S3B2017X23480 07/01/2023 - 06/30/2024	\$70.00	\$70.00		
15	Avast Antivirus - Single S/N 10930052615 07/01/2023 - 06/30/2024	\$21.00	\$21.00		
16	LGC LGC One Backup S/N bellemeadecityof 07/01/2023 - 06/30/2024	\$510.00	\$510.00		
17	Avast Antivirus - Single S/N 14734080620 07/01/2023 - 06/30/2024	\$21.00	\$21.00		

THANK YOU FOR YOUR BUSINESS!

**Local Government Corporation**

714 Armstrong Lane
Columbia, Tennessee 38401
931-381-1155

Invoice	135992
Date	06/01/2023
Due Date	07/01/2023
Page	2

Purchase Order No.	Customer	Customer Number	Payment Term	Sales Order No.	Invoice Type
	City of Belle Meade	3501	Net 30 days		Annual
Item No.	Description	Unit Price	Ext. Price		
18	LGC Fortress - 1 License S/N 16070 07/01/2023 - 06/30/2024	\$188.00	\$188.00		
19	LGC LGC I Series SSD Server S/N 20200840 07/01/2023 - 06/30/2024	\$525.00	\$525.00		
20	Avast Antivirus - Single S/N 14734080620 07/01/2023 - 06/30/2024	\$21.00	\$21.00		
21	Avast Antivirus - Single S/N 9379071613 07/01/2023 - 06/30/2024	\$21.00	\$21.00		
			Hardware Support Total		\$1,719.00
			Subtotal		\$28,411.60
			Tax		\$0.00
			Total		\$28,411.60

Invoice Total **\$28,411.60**

Account Total **\$28,411.60**

THANK YOU FOR YOUR BUSINESS!

Municipal Inspection Partners

810 Oak Meadow Drive Unit #681411
 Franklin, TN 37064 US
 +1 6157168111
 admin@piercompanies.com
 https://www.mipnashville.com

*approved
 janet m. moads
 6/6/2023*



Municipal
Inspection Partners
 Review-Enforce-Inspect

INVOICE

BILL TO
 City of Belle Meade
 4705 Harding Road
 Nashville, Tennessee 37205

INVOICE 10523
 DATE 06/01/2023
 TERMS Net 15
 DUE DATE 06/16/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2023	RES/INSPECT	Residential Building Inspections	1	100.00	100.00
05/03/2023	OSBI	On-Site Building Inspector	7.50	75.00	562.50
05/05/2023	OSBI	On-Site Building Inspector 9:00 am - 1:30 pm	4.50	75.00	337.50
05/08/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
05/09/2023	OSBI	On-Site Building Inspector HZC Meeting 2:30 pm - 4:30 pm	2	75.00	150.00
05/12/2023	OSBI	On-Site Building Inspector 8:00 am - 1:30 pm	5.50	75.00	412.50
05/15/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
05/17/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
05/17/2023	OSBI	On-Site Building Inspector 3:30 pm - 5:30 pm	2	75.00	150.00
05/18/2023	OSBI	On-Site Building Inspector 10:00 am - 12:00 pm	2	75.00	150.00
05/19/2023	OSBI	On-Site Building Inspector 8:00 am - 1:30 pm	5.50	75.00	412.50
05/22/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50
05/24/2023	OSBI	On-Site Building Inspector *:00 am - 3:30 pm	7.50	75.00	562.50
05/26/2023	OSBI	On-Site Building Inspector 8:30 am - 1:30 pm	5	75.00	375.00
05/31/2023	OSBI	On-Site Building Inspector 8:00 am - 3:30 pm	7.50	75.00	562.50

BALANCE DUE

\$6,025.00

Wascon Inc.

LIVINGSTON, TN. 38570
 931-823-1388
 910 EAST MAIN STREET

Invoice

DATE	INVOICE #
5/26/2023	72324

BILL TO
CITY OF BELLE MEADE 4705 HARDING ROAD NASHVILLE, TN. 37205

SHIP TO
SAME

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
110-3840	Net 30		5/26/2023	OUR TRUCK		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MTL	36X60 DUPLEX STATION W/DUPLEX PROTECT PLUS PANEL W/ SENTRY ADVISOR & MXM SS FLEX SN: WH845900 WH845833			7,389.56	7,389.56
					Total	\$7,389.56



Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 1021
8554916
5/11/23
2000 11523 FLD RGLR

Policy Number
41 1152168819 01

Expiration Date
7/06/23 12:01 a.m. S.T.

Date of Notice
5/11/23

Agent (615)297-8500
MARTIN & ZERFOSS INC
6730 CHARLOTTE PIKE
NASHVILLE TN 37209-4204

CITY OF BELLE MEADE
4705 HARDING PIKE
NASHVILLE TN 37205-2809

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured
Property Address:
4701 HARDING PIKE PUBLIC WORK
NASHVILLE, TN 37205-0000

Statutory Discount: Annual Increased Cap \$9,143
CRS Discount: 0%

NFIP Policy Number 1152168819

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$303,000	\$111,000	\$5,000	\$5,000	\$4,171.00
B: INCREASED COVERAGE	\$334,000	\$117,000	\$5,000	\$5,000	\$4,321.00

*See reverse for important billing information

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.

LY = \$3580



Please WRITE POLICY NUMBER ON CHECK

And make payable to: Wright National Flood Insurance Company

Insured: CITY OF BELLE MEADE
To be paid by: Insured

Renewal Date: 7/06/23

Option A ☐ \$4,171.00
Option B ☐ \$4,321.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 411152168819 01 00417100 RE 0432100 1

22000344111521688192313102

00004

Insured

06661





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 1021
8554916
5/11/23
2000 11523 FLD RGLR
Date of Notice
5/11/23

Policy Number
41 1152168820 01

Expiration Date
7/06/23 12:01 a.m. S.T.

Agent (615)297-8500
MARTIN & ZERFOSS INC
6730 CHARLOTTE PIKE
NASHVILLE TN 37209-4204

CITY OF BELLE MEADE
4705 HARDING PIKE
NASHVILLE TN 37205-2809

RENEWAL NOTICE

Your flood insurance policy is about to expire.
Confirm coverage selection and renew today.

Payor: Insured
Property Address:
4701 HARDING PIKE CITY HALL,
NASHVILLE, TN 37205-0000

Statutory Discount: Annual Increased Cap \$7,747
CRS Discount: 0%
NFIP Policy Number 1152168820

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through the website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

If we receive your payment more than 30 days following the expiration date shown above you will be required to submit a new application for coverage, your coverage may be subject to a 30-day wait, you may become ineligible to receive some premium discounts, and it could prevent you from the ability to file a claim.

Please see your coverage options below. If you want to increase your coverage more than option B, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$282,000	\$5,000	\$5,000	\$11,082.00
B: INCREASED COVERAGE	\$500,000	\$297,000	\$5,000	\$5,000	\$11,184.00

*See reverse for important billing information

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.

LY \$9436



Please **WRITE POLICY NUMBER ON CHECK**

And make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF BELLE MEADE
To be paid by: Insured

Renewal Date: 7/06/23

Option A ☐ \$11,082.00
Option B ☐ \$11,184.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 411152168820 01 01108200 RE 1118400 8

22000344111521688202313102

0000C

Insured

06662



H.E. Parmer Company, Inc.
 1635 County Hospital Road
 Nashville TN 37218
 Phone - 615-256-4687
 Fax - 615-255-2513
 WWW.HEPARMER.COM



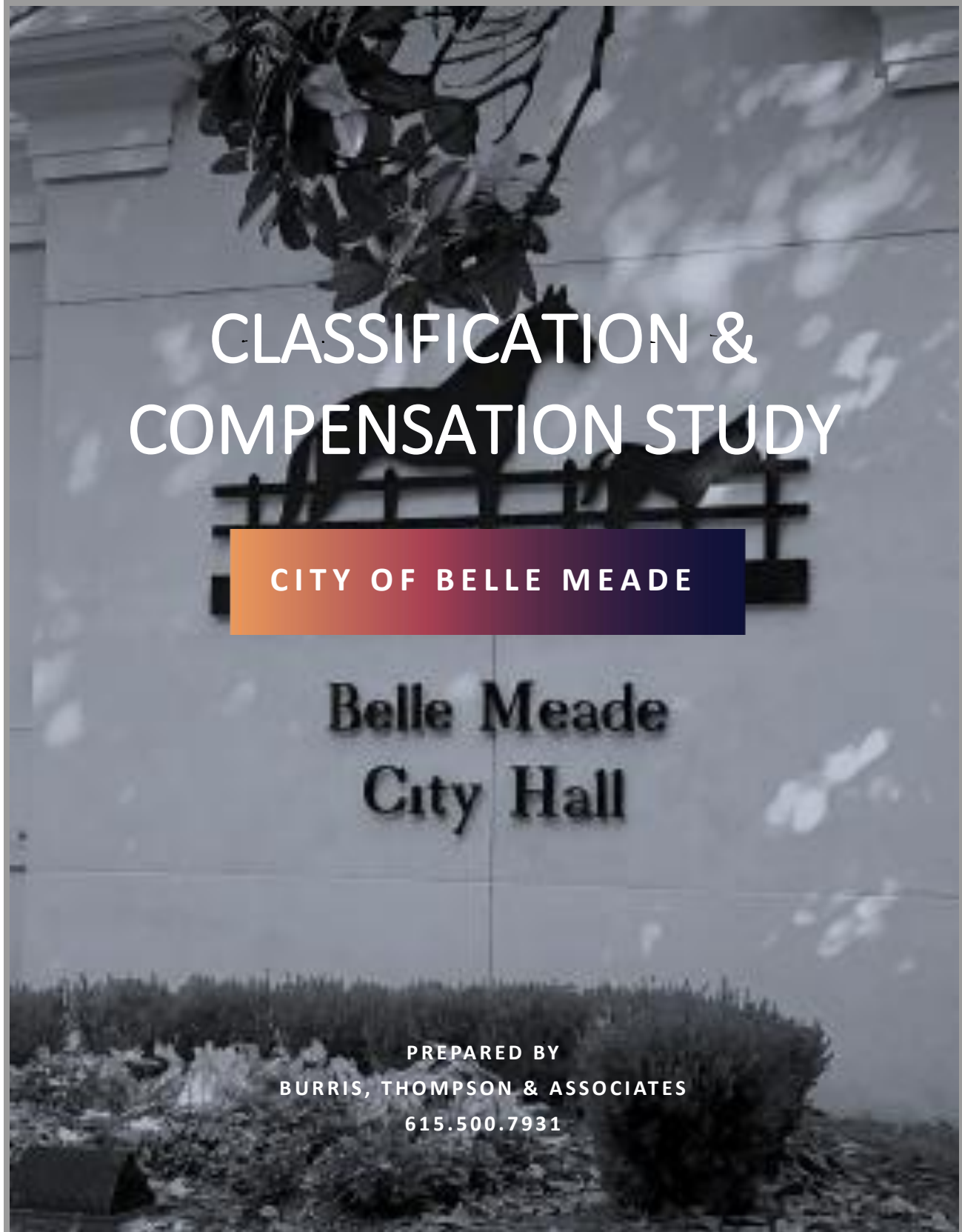
INVOICE	R23-081370001
Type	
Date	6/16/2023
Page	1
Ref #	23-08137

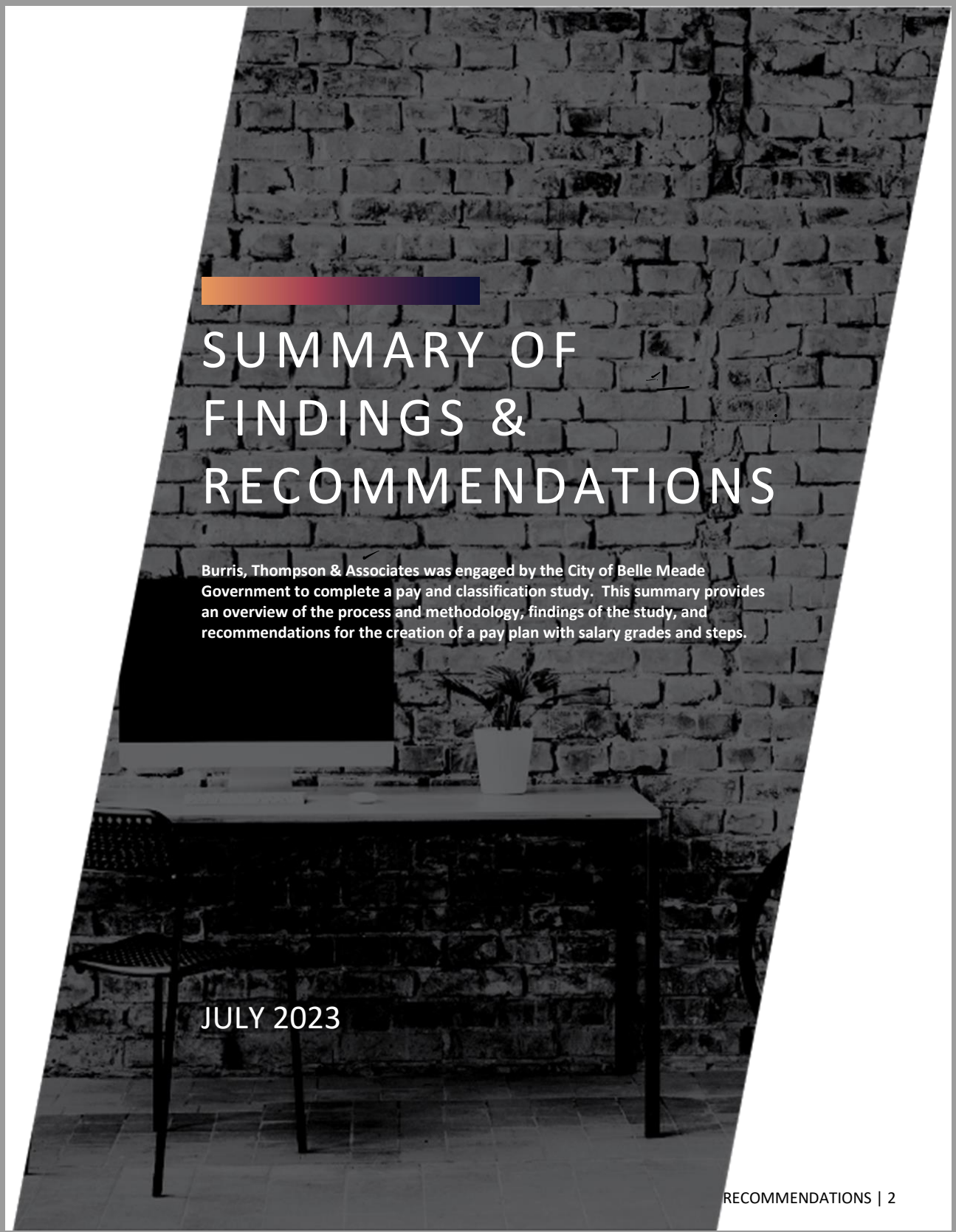
Bill to:
 Belle Meade City Hall
 4705 Harding Road
 Nashville TN 37205

Ship to:
 Belle Meade City Hall
 4705 Harding Pike
 Nashville TN 37205

Purchase Order ID		Customer ID	Salesperson ID	Shipping Method		Payment Terms ID	
4705 Harding Pike		BLLCT0001	H001			Net 30 Days	
Quantity	Item Number	Description	U Of M	Discount	Unit Price	Ext. Price	
1	RFGCOM	Roof replacement per agreement.	EACH	\$0.00	\$14,518.00	\$14,518.00	
1	RFGCOM	Extra Wood Work.	EACH	\$0.00	\$144.00	\$144.00	
1	RFGCOM	Completed 6/12.	EACH	\$0.00	\$0.00	\$0.00	
						Subtotal	\$14,662.00
						Misc	\$0.00
						Tax	\$0.00
						Freight	\$0.00
						Trade Discount	\$0.00
						Total	\$14,662.00

We Accept Visa And Mastercard for your convenience.
 Please pay from this copy. Invoices remaining past due
 at month end will be charged a 1.5% service charge per month.





SUMMARY OF FINDINGS & RECOMMENDATIONS

Burris, Thompson & Associates was engaged by the City of Belle Meade Government to complete a pay and classification study. This summary provides an overview of the process and methodology, findings of the study, and recommendations for the creation of a pay plan with salary grades and steps.

JULY 2023

RECOMMENDATIONS | 2



INTRODUCTION

STUDY OBJECTIVES



- Ensure that all employees are paid appropriately for the job duties performed.
- Ensure that the City's pay practices are competitive with the market so the City can attract and retain individuals with the desired skills and abilities.
- Determine salary adjustments to ensure that employee salaries are positioned appropriately within the salary structure and that any existing pay compression or pay compression created by adjustments to the structure is mitigated.
- Ensure pay is administered in a fair and consistent manner to all of the City's employees.

SALARY MARKET DATA



- **Job Analysis** – Reviewed job descriptions, interviewed City Manager, Finance Director, and Police Chief to review the organization of work and the various positions in their areas.
- **Public Sector Data** – Burris, Thompson & Associates Salary Survey: collected data from 11 cities:

Ashland City	LaVergne	Nolensville
Brentwood	Mt. Juliet	Springfield
Franklin	Murfreesboro	Spring Hill
Goodlettsville	Nashville	
- **General Business/Industry Data** – for the Nashville area as a comparable dataset.

All salary data was projected to July 1, 2023.

DESIRED MARKET POSITION



Burris, Thompson & Associates recommends that the City targets the **market median**.

The **Market Rate** for each job is the average of the median **public sector** and the median **private sector** rates for the job. For department heads, population was taken into consideration to determine the **market rate**.

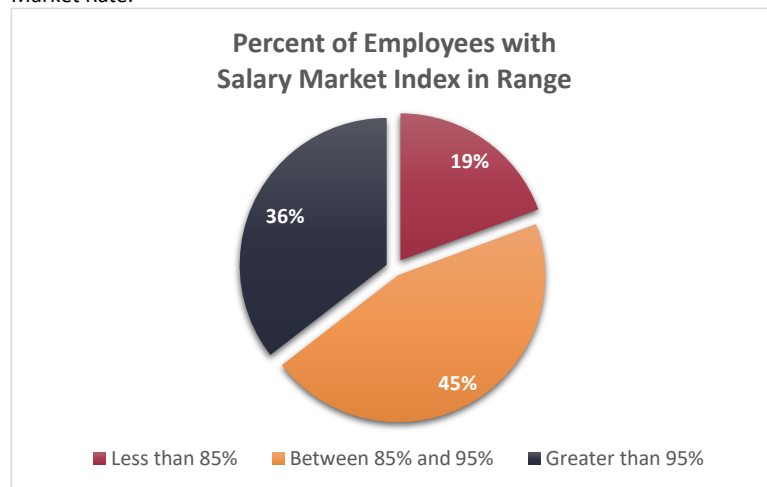
Note: The Market Rate typically represents 5 to 7 years' time in the job.

FINDINGS



SALARY MARKET INDEX

A **Salary Market Index** was calculated for each employee by dividing the employee's **current pay** rate by the **Current Market Rate** for their job. The **Salary Market Index** indicates how close employee salaries are compared to the job market rates. Overall, actual **current** Belle Meade employee salaries were at approximately **91.6%** of their job Market Rate.



Employees with salaries below 85% of the job Market Rate are generally considered underpaid.



RECOMMENDATIONS



IMPLEMENT PAY PLAN

Implement pay plan with 12 pay grades (see [Attachment I](#))

- Each grade has a range with a Minimum, Midpoint, and Maximum
 - The Minimum is 15% below the Midpoint, the Maximum is 15% above the Midpoint, the “spread” is 35%
- 12.00% difference between pay grades 1 – 10
- 13.00% difference between pay grades 10 - 12
- Jobs assigned to pay grade for which Midpoint most closely matches **Job Market Rate** (see [Attachment II](#))



EMPLOYEE SALARY ADJUSTMENTS

- Market Adjustment for all employees whose current salary is not at the Minimum of the Pay Range for their job (8 employees – all in the Police Department).
- General Increase – All employees receive a 5% increase.
- Average total increase is **\$3,421**.



RESULTS



COST

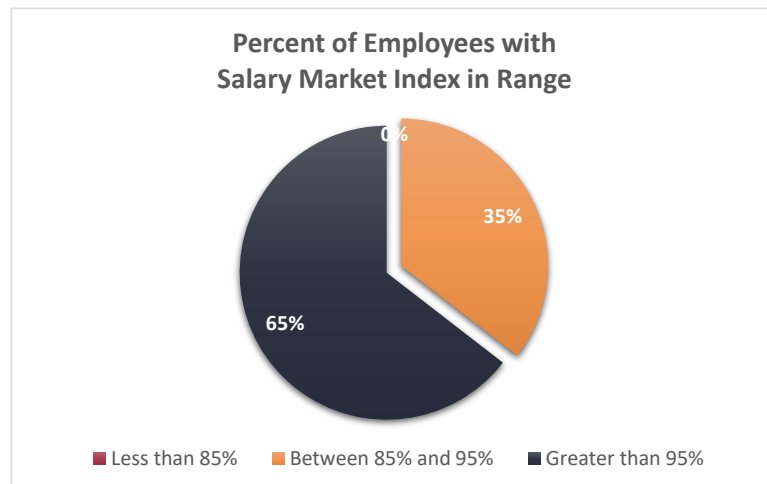
Total salary increase cost:

Market Adjustments	\$ 21,753.31
General Increase (5%)	<u>84,290.64</u>
Total Salary Increases	\$106,043.94



NEW SALARY MARKET INDEX

After implementation of the recommended salary increases, the overall **Salary Market Index** for Belle Meade employees will be approximately **97.5%** of their job Market Rates.



No employees will have a Salary Market Index below 85%.



CITY OF Belle Meade TENNESSEE

Memorandum

TO: Board of Commissioners
Jennifer Moody, City Manager

FROM: Leigh Mills, Finance Director

RE: Proposed Operating Budget for Fiscal Year 2023-2024 Document

DATE: June 14, 2023

Attached is the 2023-2024 proposed operating budget document that was discussed in the first reading of the budget. The net change for the entire document is an increase of \$11,095 in expenses in the General Fund. The recommended changes are shown in red on page 10.

Thank you.

4705 HARDING ROAD · NASHVILLE, TENNESSEE 37205 · 615-297-6041 · FAX 615-297-0255

RESOLUTION 2023-05

A RESOLUTION AMENDING ORDINANCE 2022-03 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW:

BE IT ORDAINED, by the City of Belle Meade as follows:

SECTION 1. There are hereby appropriated, by the City of Belle Meade, the following amounts of money, out of funds already in the Treasury of the City or reasonably anticipated to be on hand when payments therefrom shall be required:

<u>ORIGINAL APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,146,736	-	72,580		-	-	1,219,316
Police	2,104,910	-	173,840		-	-	2,278,751
Building Insp.	145,812	-	-		-	-	145,812
Streets	347,933	-	2,226,372		94,529	-	2,668,834
Waste	-	-	-		-	594,200	594,200
Stormwater	207,960	-	1,100,000		-	-	1,307,960
Sewage	-	-	654,000	530,700	-	-	1,184,700
Parkways	158,940	45,375	50,000		-	-	254,315
Debt Service	-	-	-		-	-	-
Transfers	4,166,993 ¹	50,000	(4,276,793)	654,000	-	(594,200)	-
Totals:	8,279,284	95,375	-	1,184,700	94,529	-	9,653,887

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

<u>AMENDED APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,112,595	-	64,800		-	-	1,177,395
Police	2,060,820	-	210,516		-	-	2,271,336
Building Insp.	154,493	-	-		-	-	154,493
Streets	312,279	-	350,185		94,529	-	756,992
Waste	-	-	-		-	616,369	616,369
Stormwater	159,164	-	116,540		-	-	275,704
Sewage	-	-	654,000	533,127	-	-	1,187,127
Parkways	161,290	62,925	-		-	-	224,214
Debt Service	-	-	-		-	-	-
Transfers	1,358,411 ¹	-	(1,396,041)	654,000	-	(616,369)	-
Totals:	5,319,051	62,925	-	1,187,127	94,529	-	6,663,631

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

SECTION 2. It is anticipated the following amounts of money will be received from the sources set out herein.

<u>ORIGINAL APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,282,516	-	-	-	-	-	3,282,516
Permits	454,000	-	-	1,600	-	-	455,600
Intergovernmental	797,527	-	-	-	100,368	-	897,895
Fines	234,916	-	-	-	-	-	234,916
Charges for Svcs.	348,265	-	-	502,091	-	-	850,356
Miscellaneous	1,057,218	1,200	-	425,589	-	-	1,484,008
Contributions	20,107	84,065	-	-	-	-	104,172
Transfers	-	-	(4,276,793)	-	-	(594,200)	(4,870,993)
Subtotals	6,194,549	85,265	(4,276,793)	929,280	100,368	(594,200)	7,309,463
From Reserves	2,084,735	10,110	-	255,420	-	-	2,350,265
Totals:	8,279,285	95,375	(4,276,793)	1,184,700	100,368	(594,200)	9,659,728

<u>AMENDED APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,286,242	-	-	-	-	-	3,286,242
Permits	435,662	-	-	1,600	-	-	437,262
Intergovernmental	776,010	-	-	-	97,515	-	873,524
Fines	264,480	-	-	-	-	-	264,480
Charges for Svcs.	354,703	-	-	537,690	-	-	892,393
Miscellaneous	423,066	2,196	-	174,436	-	-	599,698
Contributions	26,225	84,065	-	-	-	-	110,290
Transfers	-	-	(1,396,041)	-	-	(616,369)	(2,012,411)
Subtotals	5,566,388	86,261	(1,396,041)	713,726	97,515	(616,369)	6,463,890
From Reserves	-	-	-	473,401	-	-	473,401
Totals:	5,566,388	86,261	(1,396,041)	1,187,127	97,515	(616,369)	6,937,291

SECTION 3. This resolution shall become effective upon passage.

Date of Adoption:

Mayor Rusty Moore

City Recorder Rusty Terry

RESOLUTION 2023-05

A RESOLUTION AMENDING ORDINANCE 2022-03 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW:

BE IT ORDAINED, by the City of Belle Meade as follows:

SECTION 1. There are hereby appropriated, by the City of Belle Meade, the following amounts of money, out of funds already in the Treasury of the City or reasonably anticipated to be on hand when payments therefrom shall be required:

<u>ORIGINAL APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,146,736	-	72,580		-	-	1,219,316
Police	2,104,910	-	173,840		-	-	2,278,751
Building Insp.	145,812	-	-		-	-	145,812
Streets	347,933	-	2,226,372		94,529	-	2,668,834
Waste	-	-	-		-	594,200	594,200
Stormwater	207,960	-	1,100,000		-	-	1,307,960
Sewage	-	-	654,000	530,700	-	-	1,184,700
Parkways	158,940	45,375	50,000		-	-	254,315
Debt Service	-	-	-		-	-	-
Transfers	4,166,993 ¹	50,000	(4,276,793)	654,000	-	(594,200)	-
Totals:	8,279,284	95,375	-	1,184,700	94,529	-	9,653,887

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

<u>AMENDED APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,112,595	-	64,800		-	-	1,177,395
Police	2,060,820	-	210,516		-	-	2,271,336
Building Insp.	154,493	-	-		-	-	154,493
Streets	312,279	-	350,185		94,529	-	756,992
Waste	-	-	-		-	616,369	616,369
Stormwater	159,164	-	116,540		-	-	275,704
Sewage	-	-	654,000	533,127	-	-	1,187,127
Parkways	161,290	62,925	-		-	-	224,214
Debt Service	-	-	-		-	-	-
Transfers	1,358,411 ¹	-	(1,396,041)	654,000	-	(616,369)	-
Totals:	5,319,051	62,925	-	1,187,127	94,529	-	6,663,631

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

SECTION 2. It is anticipated the following amounts of money will be received from the sources set out herein.

<u>ORIGINAL APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,282,516	-	-	-	-	-	3,282,516
Permits	454,000	-	-	1,600	-	-	455,600
Intergovernmental	797,527	-	-	-	100,368	-	897,895
Fines	234,916	-	-	-	-	-	234,916
Charges for Svcs.	348,265	-	-	502,091	-	-	850,356
Miscellaneous	1,057,218	1,200	-	425,589	-	-	1,484,008
Contributions	20,107	84,065	-	-	-	-	104,172
Transfers	-	-	(4,276,793)	-	-	(594,200)	(4,870,993)
Subtotals	6,194,549	85,265	(4,276,793)	929,280	100,368	(594,200)	7,309,463
From Reserves	2,084,735	10,110	-	255,420	-	-	2,350,265
Totals:	8,279,285	95,375	(4,276,793)	1,184,700	100,368	(594,200)	9,659,728

<u>AMENDED APPROPRIATIONS:</u>							
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,286,242	-	-	-	-	-	3,286,242
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Intergovernmental	776,010	-	-	-	97,515	-	873,524
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Miscellaneous	423,066	2,196	-	174,436	-	-	599,698
Contributions	26,225	84,065	-	-	-	-	110,290
Transfers	-	-	(1,396,041)	-	-	(616,369)	(2,012,411)
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From Reserves	-	-	-	473,401	-	-	473,401
Totals:	5,566,388	86,261	(1,396,041)	1,187,127	97,515	(616,369)	6,937,291

SECTION 3. This resolution shall become effective upon passage.

Date of Adoption:

Mayor Rusty Moore

City Recorder Rusty Terry

CITY OF BELLE MEADE



Proposed Operating Budget for Fiscal Year 2023-2024

The City of Belle Meade

4705 Harding Road
Nashville, TN 37205
(615) 297-6041



FY 2023-2024 July 1, 2023 - June 30, 2024 Proposed Operating Budget

Rusty Moore, Mayor
Haley Dale, Vice Mayor
Louise Bryan, Commissioner
Neal Clayton, Commissioner
James V. Hunt, Sr., Commissioner

Jennifer Moody, City Manager
Leigh Mills, Finance Director

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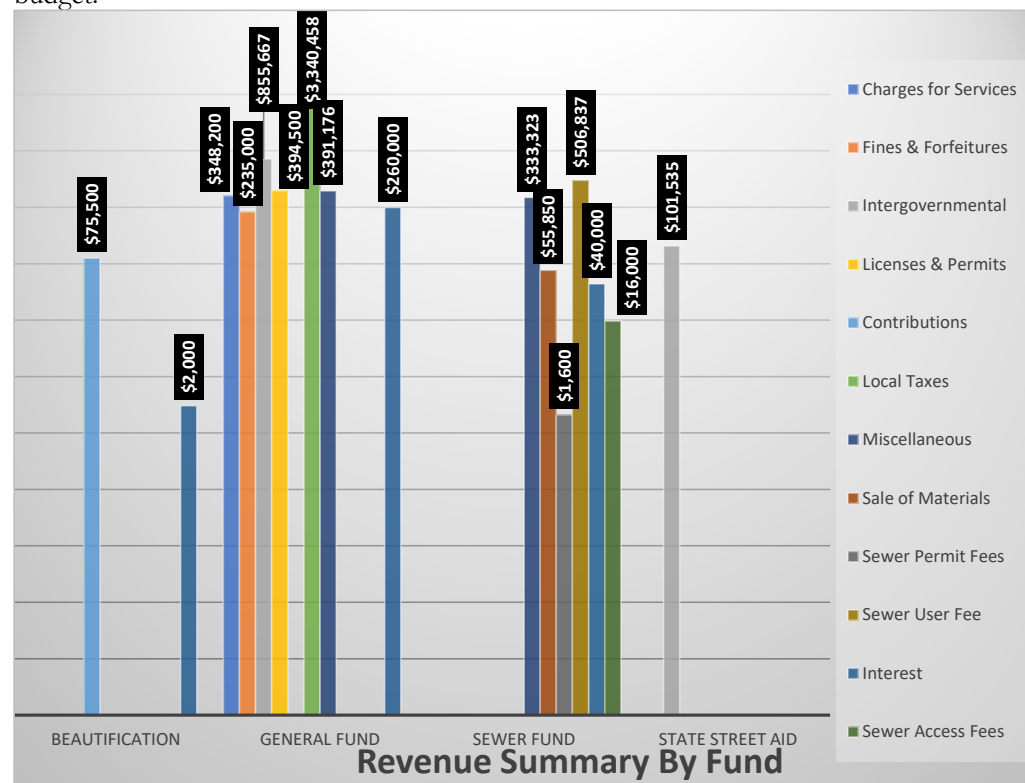
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Executive Summary

The purpose of this section is to provide an overview of major factors impacting the preparation of the budget for FY 2023-2024 and highlight any significant changes from the prior fiscal year. A more in-depth explanation of each line item can be found in the **Line-Item Budget** section of this document.

Revenues

The following tables summarize revenue sources by fund for the proposed 2023-2024 budget.

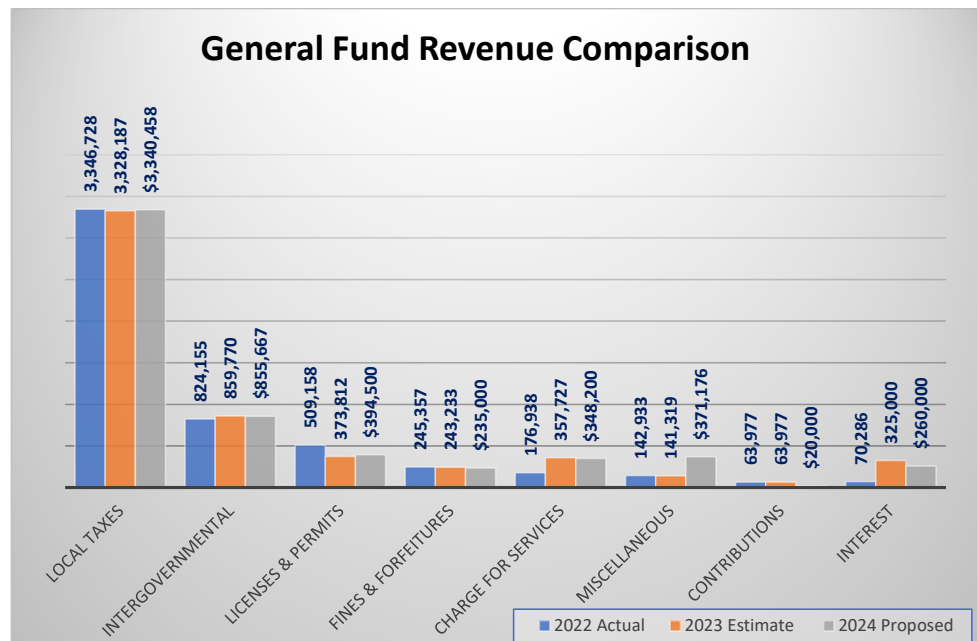
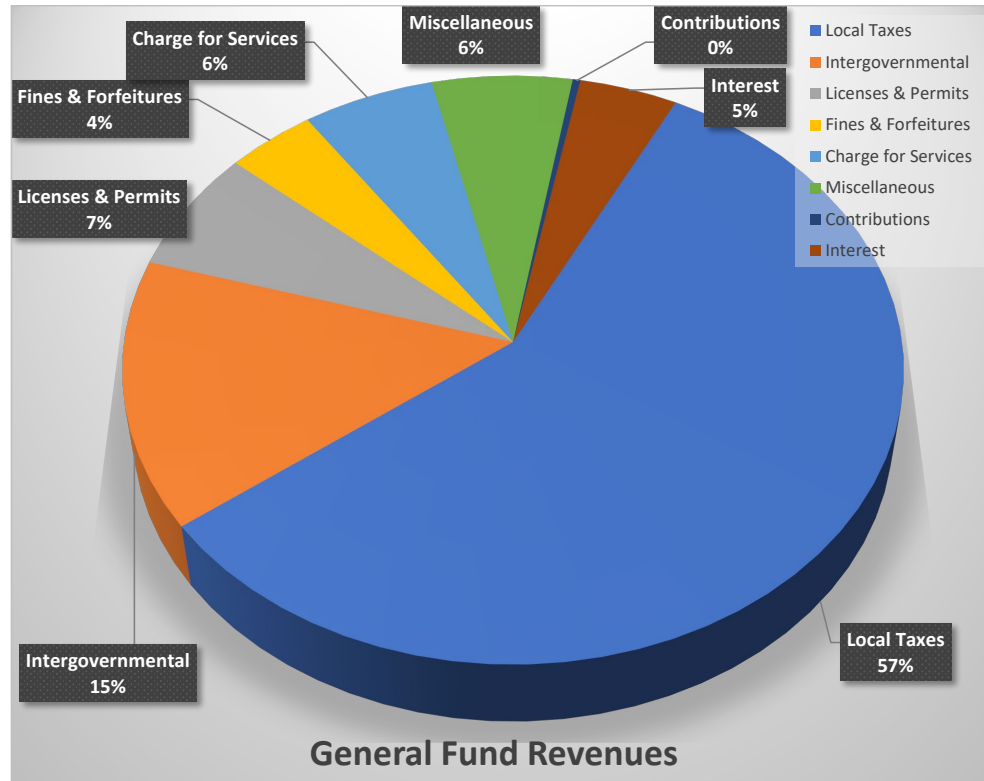


General Fund

Revenues are projected to increase slightly this fiscal year. A summary of each income item is below:

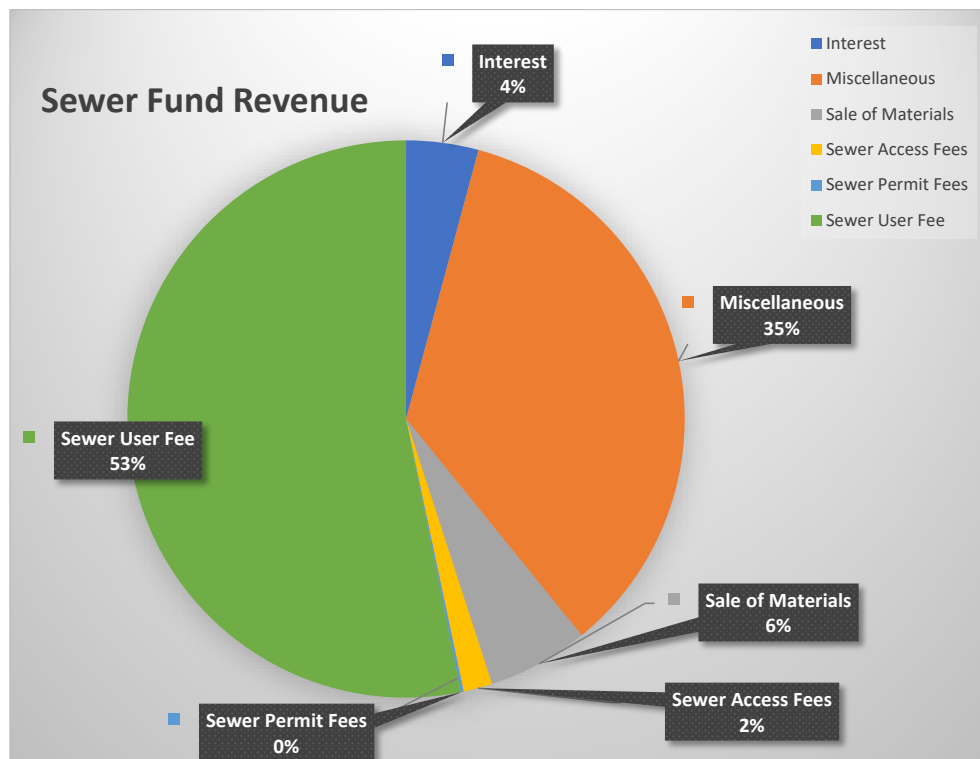
- **Local Taxes** – The 2023-2024 budget reflects no increase in property taxes.
 - The city **is required to adopt a tax ordinance** to set its rate at the same time as the budget is passed per TCA §6-53-207 and TCA §6-22-107.

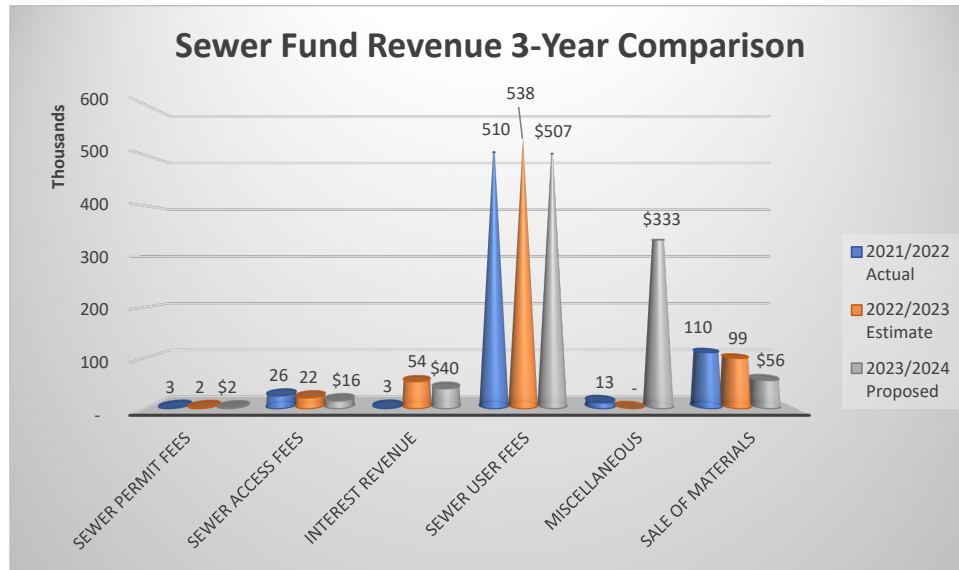
- The city can **amend its tax levy ordinance** if it is adopted before the taxes become due on the first Monday in October per TCA §67-1-702(a).
- **Intergovernmental** - We are in the fifth year of a fifteen-year MOU for road maintenance with Metro Nashville. The original contract states that we will receive \$297,872, this payment shall be increased or decreased annually by the percentage increase or decrease in the U.S. Consumer Price Index of All Urban Consumers. During the current year, we received \$323,191 for the Metro MOU. Sales tax, mixed drink tax and gas taxes are estimated to remain approximately the same based on this fiscal year's activity and based on estimates provided by MTAS (Municipal Technical Advisory Service).
- **Licenses & Permits** - Building permit fees, grading, demolition, and street cut permits are expected to decrease from the budgeted amount from the current fiscal year based on the activity the City has seen thus far.
- **Fines & Forfeitures** - Court fines and fees are budgeted to increase due to the trend the City has experienced this fiscal year and due to the anticipated hiring of an additional police officer.
- **Charges for Services** - Stormwater user fees were increased this fiscal year and are expected to remain approximately the same in the coming fiscal year.
- **Miscellaneous Revenue** - Interest revenue is expected to increase significantly with the rising of earning rates. There are \$296,000 of grants including those from ARPA (American Rescue Plans Act) and TDOT (Tennessee Department of Revenue).



Enterprise Fund

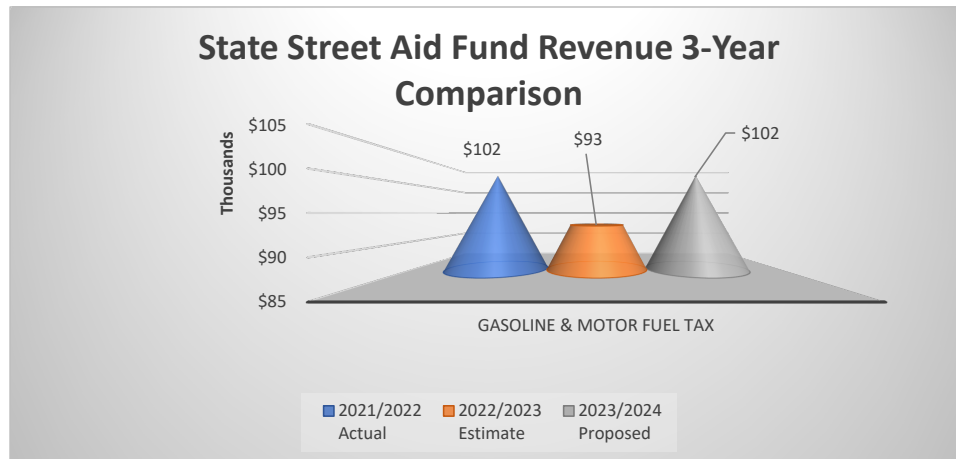
The sewer fund's primary source of revenue is user fees. A sewer rate study was performed in 2020-21 and the consultant recommended the City budget a 2% increase each year for the next five years (when the next rate study is performed). This increase is to keep up with the increasing fees Metro Nashville charges for processing and to remain competitive with other cities and utilities. Other revenue sources such as permit fees, tap fees and sale of pump systems are consistent with the previous fiscal year. Interest income is projected to increase significantly based on current rates.



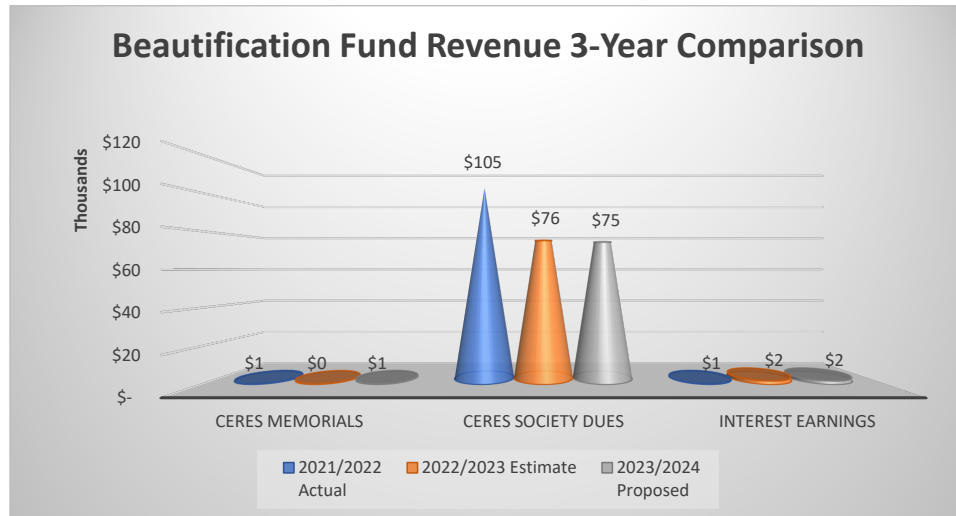


Special Revenue Funds

State Street Aid - The MTAS per capita projection for 2023-24 is \$35.00 for a total of \$101,535. The current fiscal year rate is \$36.00.

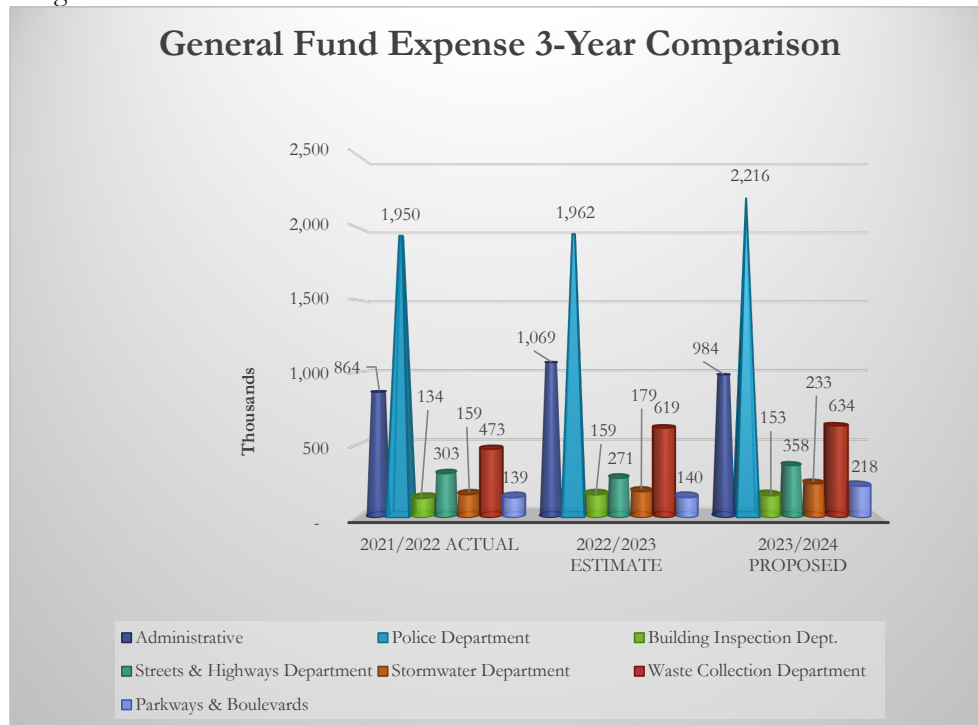


Beautification Fund - All revenue in this special fund is from contributions. Contribution revenues are generally budgeted based on the average of the three previous years. The contribution campaign is still ongoing, and contributions are continuing to be received. Interest earnings are expected to significantly increase based on current rates.



Expenditures

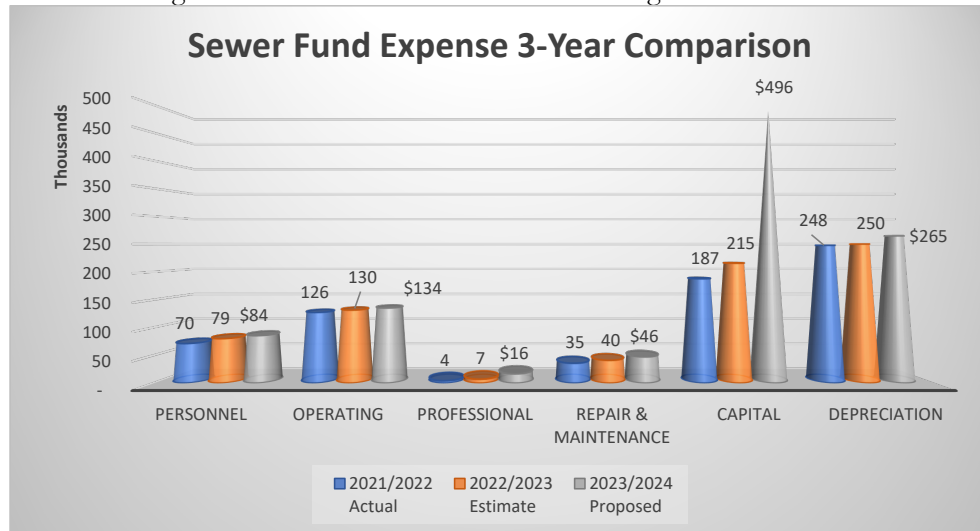
The following table summarizes expenditure categories for the proposed 2023-24 budget.



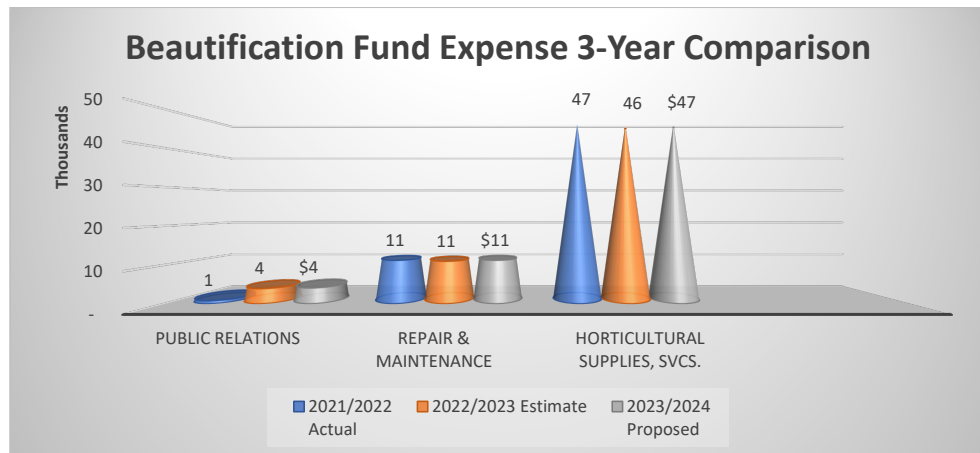
With regards to the Personnel Category, made up of salaries, benefits, training/education, and uniform expenses, the following major items should be noted:

- For the 2023-24 budget, there is a proposed minimum 5% salary increase included. The City is currently undergoing a salary study to ensure that we remain competitive with surrounding governmental entities. Health insurance premiums also include a 5% increase, which is average for the last few years. *The salary survey has been completed and delivered to the City. The 5% raise that was included in the original budget was discussed with the compensation study firm and they advised that this increase was typical this year for surrounding cities. Therefore, no additional adjustments have been made. Additionally, the City received the health insurance premium worksheet for the state health insurance plan. For calendar year 2024, they have implemented an average 5.3% premium increase. Since the original budget included a 5% increase, no additional premium adjustments have been made.*
- The TCRS (Tennessee Consolidated Retirement System) rate is currently 8.71% this year. TCRS legacy plan is closed for new employees, so there are less employer contributions being paid into the system. Contributions to the State's 401(k) plan vary according to each employee's elections but they are expected to remain level.
- With regards to the **General Fund**, the following changes should be noted:
 - **Administrative** operating expenses are expected to remain approximately the same this year, *except for the following items: The City received information that the EMMA and GoGov services were increasing their fees, therefore the change has been reflected in the budget. Invoices for flood insurance have been received and they included a significant increase that is shown in the budget. This increase was explained to be a result of new rating methodology. Also, there has been additions for new standing desks and chairs for office staff. The chairs are very old and uncomfortable, and the standing desks will allow staff to vary their position during the day.*
 - **Public Safety** operating expenses are projected to increase due to vehicle repairs and maintenance on an aging fleet. An additional police officer is also budgeted so that the current motorcycle officer can devote more patrol time to peak hours. *The LEADS online subscription has sent the updated invoice and the change is shown in the budget.*
 - **Highways & Streets** operating expenses remain consistent with the current fiscal year.
 - **Stormwater** operating expenses are not expected to change significantly from this fiscal year.
 - **Waste Collection** operating expenses are expected to increase this fiscal year. The brush collection contract expired earlier this year and there was a 23% increase in the new contract. The waste collection contract realized a 28% increase upon renewal.

- **Parkways & Boulevards** expenses are expected to increase due to the rising costs from Metro Water Services for irrigation.



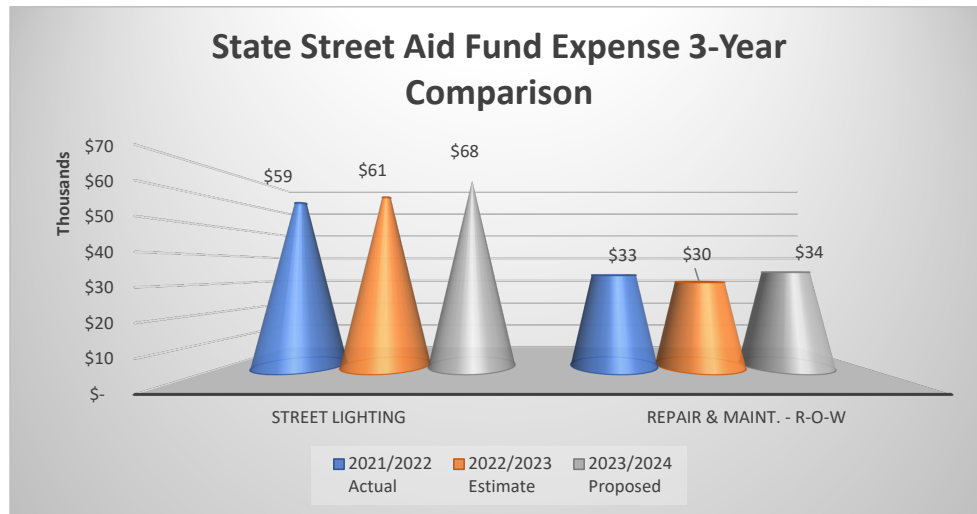
Regarding the Sewer **Enterprise Fund**, rising material and replacement costs have created an increase in operating expenses.



With regards to the **Special Revenue Funds**, the following changes should be noted:

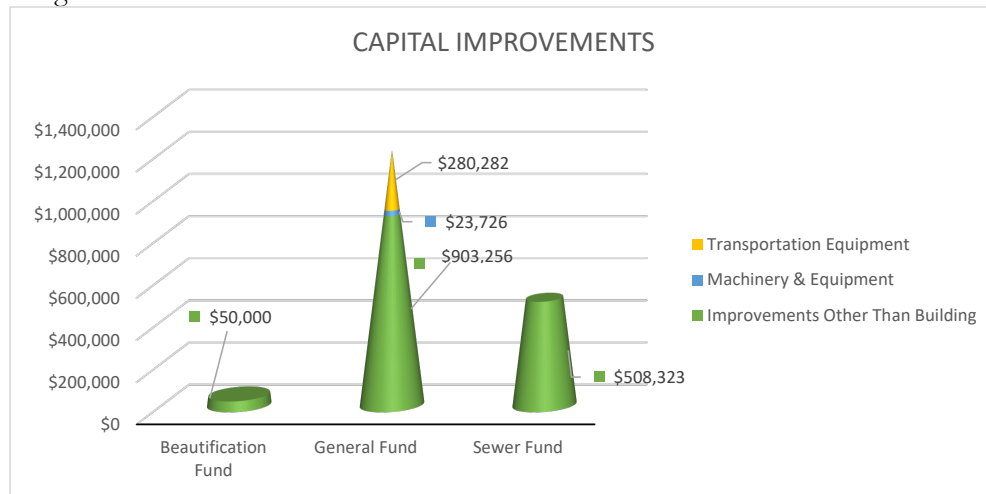
- Beautification expenses are expected to remain consistent with the current fiscal year.

- State Street Aid expenses are expected to increase slightly due to city-wide maintenance projects.



Capital

The following table summarizes capital projects by fund for the proposed 2023-2024 budget.



With regards to the **General Fund**, the following projects should be noted:

- The current electronic security system is outdated, and the maintenance company has gone out of business. Therefore, we have included \$15,384 to replace the current system.
- Desktop computers of \$6,400 have been budgeted to replace outdated machines.
- Stormwater projects budgeted at \$50,000 each have been included for Walnut Drive and for Sutherland Avenue.
- The Highways & Streets department has projected roadway projects budgeted at \$297,872. Also included are \$240,000 for Phase I of Master Plan (traffic calming) projects and \$200,000 for the TDOT sidewalk project along Harding Road.
- The Public Safety department has the following items budgeted this fiscal year:
 - In-car cameras and tablets budgeted at \$17,326.
 - Public Safety also has included \$183,896 in transportation equipment for four patrol vehicles to replace the aging Dodge Chargers.
 - A high-speed alternative, SpeedChase has also been budgeted for patrol officers to allow them to deploy a GPS tracking tag onto a fleeing vehicle.
 - \$22,870 has been set aside for a 2023 Ranger Utility Task Vehicle or UTV and a storage shed. It can be used to get to locations within the City that a patrol vehicle cannot reach as quickly.

With regards to the **Sewer Fund**, the following projects should be noted:

- Under the Capital Improvement Plan, \$508,323 is budgeted for the Asset Management Software, air relief valves and grinder replacement pumps.

With regards to the **Beautification Fund**, there is \$50,000 Master Plan landscaping budgeted.

In the **State Street Aid Fund**, there are no capital projects budgeted at this time.

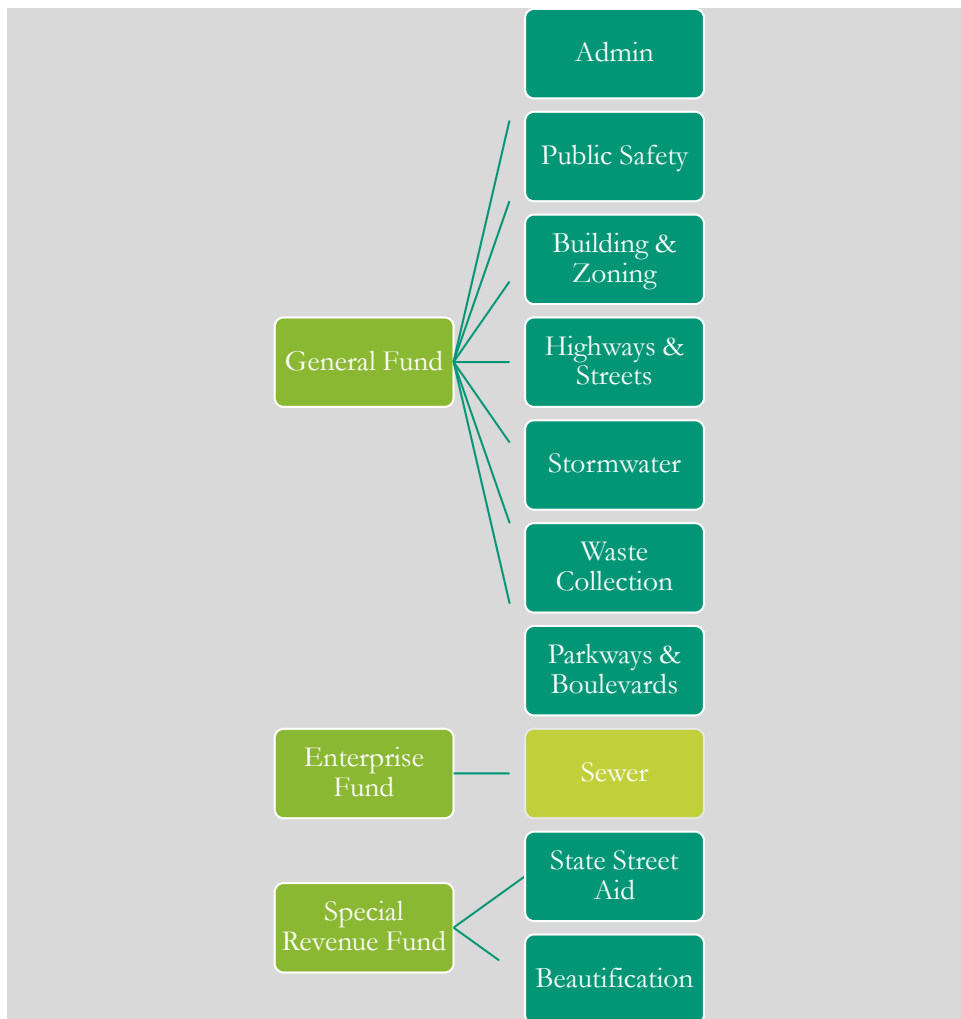
Budget Document

The remainder of the budget document consists of the following:

- Fund Structure- an explanation of the funds of the City of Belle Meade.
- Budget Process- a visual summary of the fiscal budgeting process.
- Budget Summary- a top level view of each fund's budget.
- Line-Item Budget- an in-depth look at each line item in each fund's budget.
- Fund Balance- the resources available to appropriate for this budget and future budget.

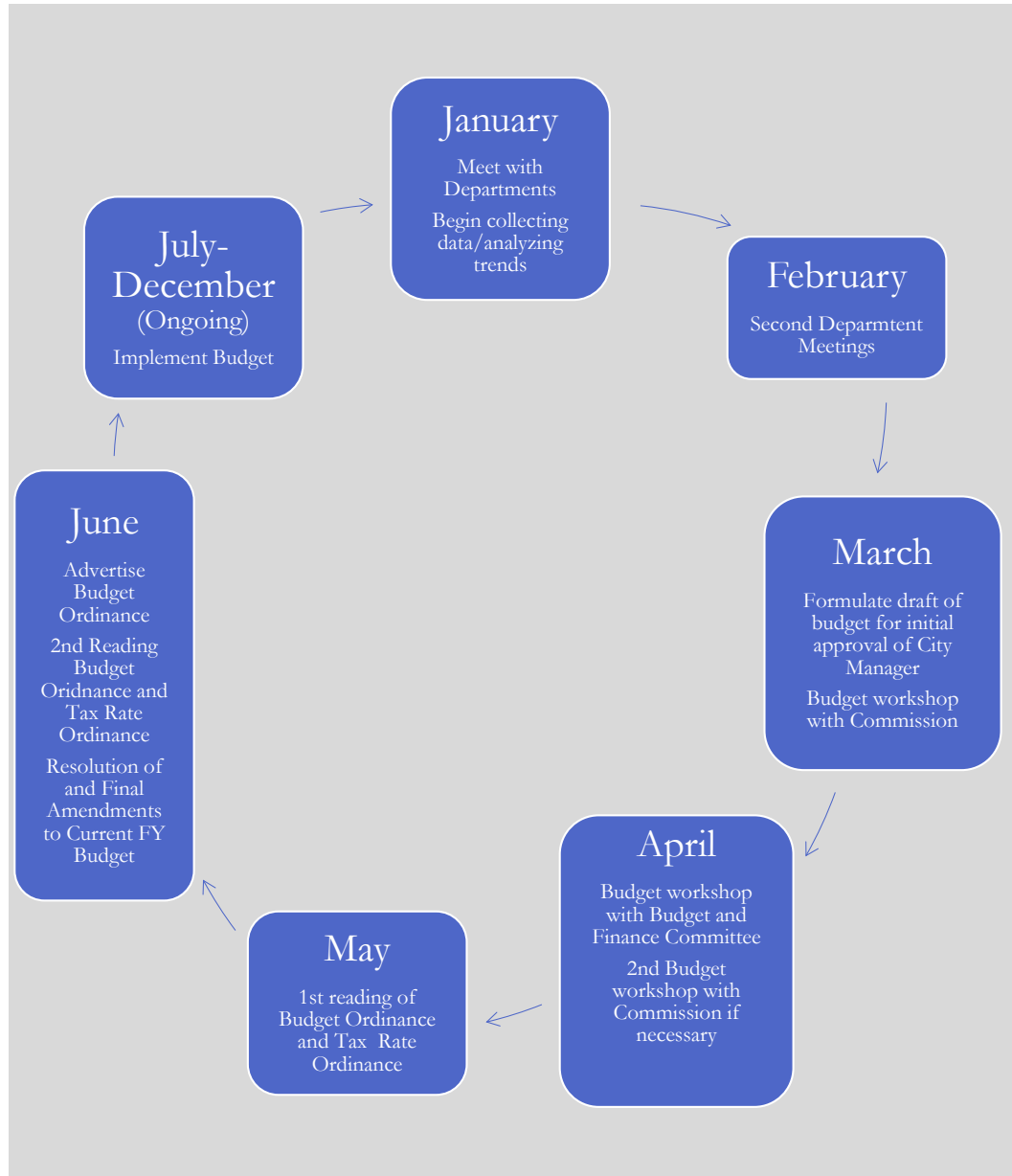
Fund Structure

The General Fund and Special Revenue Funds are modified-accrual funds. Essentially this means that they do not report depreciation expenses and have a “fund balance”. The sewer fund is an Enterprise fund and is accounted for using the full accrual method. Under this method, depreciation expense is accounted for and must be reported. In addition, you have “net position”. Net position has multiple categories such as “invested in capital assets”, “restricted net position”, and “unrestricted net position”. The graphic below shows the category of each fund/department.



Budget Process

The budget process is a year-round planning process. It also ensures that the city follows the Municipal Budgeting Law at all times. The graphic below is a brief overview of the budgeting cycle.



Budget Summary- General Fund

City of Belle Meade 3 Year Budget Comparison 2022-2024 110-GENERAL FUND

	<u>2021/2022</u> Actual	<u>2022/2023</u> Actual for 9 months, estimate for 3 months	<u>2023/2024</u> Proposed
Revenues:			
Total Local Taxes	\$ 3,346,728	\$ 3,328,187	\$ 3,340,458
Total Intergovernmental	1,033,745	859,770	855,667
Total Licenses & Permits	509,158	373,812	394,500
Total Fines & Forfeitures	245,357	243,233	235,000
Total Charges for Services	176,938	357,727	348,200
Interest Income	70,286	325,000	260,000
Total Miscellaneous	206,911	205,296	391,175
	<u>\$ 5,589,123</u>	<u>\$ 5,693,025</u>	<u>\$ 5,825,000</u>
Operating Expenses:			
Administrative	\$ 863,852	\$ 1,069,248	\$ 983,921
Police Department	1,950,441	1,961,769	2,215,649
Building Inspection Dept.	133,585	158,746	152,761
Streets & Highways Department	302,762	271,309	358,159
Stormwater Department	158,818	178,776	232,960
Waste Collection Department	473,092	618,550	633,800
Parkways & Boulevards	138,920	140,206	218,000
	<u>\$ 4,021,470</u>	<u>\$ 4,398,604</u>	<u>\$ 4,795,250</u>
Capital Expenses:			
Administrative	\$ 62,449	\$ 61,666	\$ 21,784
Police Department	120,111	151,414	297,608
Building Inspection Dept.	-	-	-
Streets & Highways Department	373,163	475,266	737,872
Stormwater Department	1,716	120,328	150,000
Waste Collection Department	-	-	-
Parkways & Boulevards	-	-	-
	<u>\$ 557,438</u>	<u>\$ 808,674</u>	<u>\$ 1,207,264</u>
Net Change in Fund Balance	<u>1,010,215</u>	<u>485,746</u>	<u>(177,514)</u>
Fund Balance, June 30	<u>\$ 14,817,940</u>	<u>\$ 15,303,686</u>	<u>\$ 15,126,173</u>

Budget Summary - Sewer Fund

City of Belle Meade 3 Year Budget Comparison 2022-2024 412-SEWER FUND				
		2021/2022	2022/2023	2023/2024
		Actual	Actual for 9 months, estimate for 3 months	Proposed
Revenues:				
Sewer Permit Fees	\$	2,600	\$ 2,200	\$ 1,600
Sewer Access Fees		26,000	22,000	16,000
Interest Revenue		2,739	53,601	40,000
Sale of Surplus Property		-	-	-
Charges for Repairs/Replacement		-	-	-
Sewer User Fee (Metro Water)		510,071	537,941	506,837
Sale of Materials (Pumps, Equip)		110,453	99,049	55,850
Miscellaneous		12,500	-	333,323
		664,364	714,791	953,610
Operating Expenses:				
Salaries	\$	51,491	\$ 55,669	\$ 56,331
Social Security Tax		3,742	4,259	4,309
Health & Dental Insurance		10,852	12,544	13,166
Retirement - 401K		4,110	4,454	4,506
Vacation and Terminal Leave		-	2,000	6,001
Education & Training		935	800	820
Telephone, Internet		1,087	1,279	1,500
Engineer, Architect		-	732	7,500
Other Professional Services		4,117	6,192	8,930
Repair & Maintenance-Pumps		33,717	31,686	43,950
Repair & Maint. - Vehicles		1,416	8,608	1,500
Repair & Maint. - Other Equip.		-	-	1,000
Office Supplies		-	162	150
Operating Supplies		2,672	847	1,200
Chemicals		109,792	115,000	115,000
Clothing & Uniforms		885	1,011	1,330
Gasoline		5,066	5,123	8,000
Consumable Tools		365	500	500
Supplies for Resale (Pumps)		-	-	-
Commercial Insurance		5,116	5,400	5,400
Depreciation		247,712	250,000	265,000
	\$	483,075	\$ 506,268	\$ 546,094
Capital Expenses:				
Impr. Other Than Building	\$	186,746	\$ 215,000	\$ 508,323
Machinery & Equipment		-	-	-
Transportation Equipment		-	-	-
	\$	186,746	\$ 215,000	\$ 508,323
Net Change in Net Position		(5,457)	(6,477)	(100,807)
Unrestricted Net Position		1,591,644	1,620,167	1,276,037
Invested in Capital Assets		836,632	801,632	1,044,955
Net Position, June 30	\$	2,428,276	\$ 2,421,799	\$ 2,320,992

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FY 2023-2024 v.6-14-23

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Budget Summary - State Street Aid

City of Belle Meade 3 Year Budget Comparison 2022-2024 121-STATE STREET AID

		2021/2022 Actual	2022/2023 Actual for 9 months, estimate for 3 months	2023/2024 Proposed
Revenues:				
	Gasoline & Motor Fuel Tax	\$ 101,676	\$ 92,845	\$ 101,535
	Interest Earnings	-	-	-
		\$ 101,676	\$ 92,845	\$ 101,535
Operating Expenses:				
Highways, Streets & Roadways				
	Street Lighting	\$ 59,126	\$ 61,200	\$ 67,500
	Repair & Maint. - R-O-W	32,967	30,485	34,035
	Repair & Maint. - Other	-	-	-
		\$ 92,093	\$ 91,685	\$ 101,535
Net Change in Fund Balance				
		9,584	1,160	0
Fund Balance, June 30				
		\$ 162,354	\$ 163,514	\$ 163,514

Budget Summary - Beautification Fund

City of Belle Meade 3 Year Budget Comparison 2022-2024 123-BEAUTIFICATION FUND

	2021/2022 Actual	2022/2023 Actual for 9 months, estimate for 3 months	2023/2024 Proposed
Revenues:			
Contributions			
Grant Revenue	\$ -	\$ -	\$ -
Ceres Memorials	500	400	500
Ceres Society Dues	105,070	75,890	75,000
Interest Earnings	515	2,000	2,000
	<u>\$ 106,085</u>	<u>\$ 78,290</u>	<u>\$ 77,500</u>
Operating Expenses:			
Parkways & Boulevards			
Public Relations	\$ 797	\$ 3,817	\$ 4,000
Repair & Maintenance	10,980	10,740	11,000
Horticultural Supplies, Svcs.	47,350	46,249	46,575
	<u>\$ 59,127</u>	<u>\$ 60,805</u>	<u>\$ 61,575</u>
Capital Expenses:			
Other Improvements	-	-	50,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,000</u>
Net Change in Fund Balance	<u>\$ 46,957</u>	<u>\$ 17,485</u>	<u>\$ (34,075)</u>
Fund Balance, June 30	<u>\$ 198,685</u>	<u>\$ 216,170</u>	<u>\$ 182,095</u>

Line-Item Budget- General Fund

City of Belle Meade FY 2023-2024 110 - General Fund

ACCT #	ACCOUNT NAME AND DESCRIPTION	SUBTOTAL	LINE-ITEM TOTAL
REVENUES			
31100	PROPERTY TAXES, CURRENT Tax on property - based on 2023 assessment (.50)	3,324,747	\$ 3,324,747
31112	PERSONAL PROPERTY TAXES Tax on personal business property - based on tax roll	4,485	\$ 4,485
31120	PUBLIC UTILITIES PROPERTY TAX (Ad-Valorum taxes) Based on tax roll	3,225	\$ 3,225
31300	INTEREST, PENALTY, COURT COSTS ON DELINQ. TAXES Taxes are delinquent after Feb. 28 each year	3,000	\$ 3,000
31511	IN LIEU OF TAX - ELECTRIC UTILITIES Nashville Electric Service - Budget based on prior years receipts	5,000	\$ 5,000
31910	FRANCHISE TAXES From Metro Nashville (based on 3-year average and economic adjustment for current year)	80,000	\$ 80,000
31980	MIXED DRINK TAXES Based on average of actual collections - (3 previous years and economic adjustment for current year)	60,000	\$ 60,000
32610	BUILDING PERMIT FEES Based on average of actual collections - 3 previous years	350,000	\$ 350,000
32650	STREET CUT, EXCAVATING, BLASTING PERMIT FEES \$500 permit, estimate 19 permits	9,500	\$ 9,500
32660	ZONING APPEALS FEES Based on average of actual collections - 3 previous years	30,000	\$ 30,000
32690	GRADING, DEMOLITION, OTHER PERMIT FEES Based on average of actual collections - 3 previous years	5,000	\$ 5,000
33510	STATE SALES TAX Based on average of actual collections - 3 previous years and per capita amount of \$120	348,120	\$ 348,120
33530	STATE BEER TAX Based on average of actual collections - 3 previous years and per capita amount of \$.46	1,334	\$ 1,334
33552	STATE-CITY STREETS & TRANSPORTATION (Gasoline Inspection Fee) Per capita amount of \$1.83	5,309	\$ 5,309
33565	SPORTS BETTING TAX Based on estimated per capita amount of \$1.00	2,901	\$ 2,901
33591	GROSS RECEIPTS - TVA Based on estimated per capita amount of \$12.00	34,812	\$ 34,812

33800	Local Revenue Allocations - Road Maintenance	\$	323,191
	Metro MOU - based on CPI annual increase/decrease (original amount)		323,191
34200	PUBLIC SAFETY CHARGES FOR SERVICES	\$	40,000
	Revenue from Police off-duty (offsets P/R exp. & depr. officers are paid \$40/hr.)		40,000
34312	STORMWATER USER FEES	\$	308,200
	Residential collections		297,900
	Commercial collections		7,800
	EPSC Fines		2,500
35110	CITY COURT FINES & COSTS	\$	235,000
	Collections estimated based on average of 3 previous years		235,000
36000	OTHER REVENUES	\$	371,176
	PEP Safety Grant		1,000
	Voting rental		300
	Recycle trash cans @ \$20 each		360
	VCIF grant revenue		73,516
	ARPA grant revenue (\$848,008 total)		50,000
	TDOT grant revenue (\$781,828 total)		200,000
	THSO grant revenue		46,000
36100	INTEREST REVENUE	\$	260,000
	LGIP		200,000
	CD Laddering program		60,000
37950	CONTRIBUTIONS - EMPLOYEE FUND	\$	20,000
	Donations from citizens and revenue from our snack machine		20,000
TOTAL REVENUES		\$	5,825,001
EXPENSES			
ADMINISTRATION			
41000-110	SALARIES	\$	342,567
	Manager, Recorder, Finance Dir., P/T Administrative Assistant		338,167
	Longevity payments at \$100 per year of service		400
	Overtime - Recorder, estimated at 7 hours/month		4,000
41000-141	SOCIAL SECURITY TAX	\$	26,206
	Estimated taxes at 7.65% of gross wages		26,206
41000-142	HEALTH & DENTAL INSURANCE	\$	42,339
	Health & dental insurance for 3 F/T employees - City portion		40,416
	Health & dental insurance - 0 retirees - City portion		-
	Life & accident insurance		1,923
41000-143	RETIREMENT	\$	27,405
	8% Finance Director & City Recorder 401K		27,405
41000-148	EDUCATION & TRAINING - ADMIN.	\$	8,350
	TAMCAR Fall/Spring conferences, CMC Certification Program TAMCAR (City Recorder)		600
	CMFO required Continuing Education /Course registration/Classes		2,000
	TGFOA Fall & Spring conference (Finance Director)		700
	TCMA conference (City Manager)		1,800

	ICMA conference (City Manager)	3,000		
	TML conference (City Manager)	250		
41000-149	EMPLOYEE FUND EXPENSES		\$	20,000
	These expenses do not come out of the General Fund - they are paid with revenue from donations from citizens. Expenses include holiday dinners, employee gift certificates, snacks for vending machine, flowers & gifts for sick employees, family members.			
		20,000		
41000-220	PRINTING, COPYING, POSTAGE, PROMOTIONS		\$	23,050
	Annual postage	6,500		
	Postage meter annual lease	2,475		
	Newsletter printing	4,380		
	Other printing - letterhead, envelopes, forms, checks, etc.	2,000		
	New resident packet/welcome kits	350		
	Codification of City Code Book	1,900		
	Copy machine maintenance contract & lease agreement	4,800		
	Publicity: Signs, banners, website photos, promotional	500		
	Subscriptions: Nashville Business Journal	145		
41000-230	MEMBERSHIP DUES		\$	4,623
	Tennessee Municipal League	1,061		
	Regional Transportation Authority	500		
	Greater Nashville Regional Council	931		
	Tennessee Secretary of State	20		
	TNPRIMA (City Manager)	75		
	TMAA (City Attorney)	125		
	TGFOA (Finance Director)	60		
	TAMCAR (City Recorder)	35		
	TCMA (City Manager)	353		
	ICMA (City Manager)	1,128		
	AGA (Finance Director)	105		
	Sam's	50		
	Costco	180		
41000-231	PUBLICATION OF LEGAL NOTICES		\$	1,600
	Bid notices and annual budget ad (newspaper)	1,400		
	Public Hearing Notices, Other	200		
41000-240	UTILITY SERVICES		\$	34,800
	Electric, Gas, Water - City Hall & Maintenance Garage	34,800		
41000-245	TELEPHONE, INTERNET, WEBSITE		\$	78,724
	City Hall phones	4,560		
	City Manager phone	720		
	Comcast internet	2,545		
	Local Government Software/Hardware Support & Fixed Assets CS	21,600		
	Web hosting (Element 47)	1,975		
	Zoom	350		
	Phone system support	500		
	EMMA	528		
	Office 365 and Windows 10 licenses	7,878		

	SSL, domain renewal, antivirus license, dark web monitoring, server maintenance - Keystone	10,800		
	Desktop support - Keystone	5,000		
	Adobe Software	1,200		
	Fortress Security (NextGen server)	300		
	Champs Live Streaming	3,000		
	GoGov - push notification service	2,568		
	MTAS web hosting	200		
	New website & permitting software	15,000		
41000-250	PROFESSIONAL SERVICES		\$	152,500
	Annual financial audit	22,500		
	Crosswalk integration (with audit firm, new requirement)	5,000		
	City attorney	70,000		
	Consultant - Zoning code review & rewrite	50,000		
	Insurance agent	5,000		
41000-261	REPAIR & MAINTENANCE - VEHICLES		\$	1,028
	Routine maintenance to admin vehicle/Verizon Connect (GPS)	1,028		
41000-262	REPAIR & MAINTENANCE - MACHINERY, EQUIPMENT		\$	8,745
	Generator - maintenance contract & repairs	3,665		
	HVAC - maintenance contract & repairs	3,580		
	Other equipment repairs	1,500		
41000-266	REPAIR & MAINTENANCE - BUILDINGS		\$	30,044
	Office cleaning contract, and doorway mats	23,488		
	Additional carpet and window cleaning	1,200		
	Restroom & kitchen paper/cleaning supplies	3,000		
	Pest control	356		
	Plumbing, electrical, hardware supplies	2,000		
41000-280	TRAVEL, LODGING, MEALS		\$	3,700
	Out of town conferences for City Manager, City Recorder, Finance Director	2,200		
	Commissioners' Retreat	1,500		
41000-310	OFFICE SUPPLIES, REFRESHMENTS, MISCELLANEOUS		\$	17,900
	Office supplies, small office equipment	6,000		
	Coffee & related, kitchen supplies, water	6,500		
	Office furnishings	4,000		
	Document shredding service	600		
	Free Shred Day for Residents	800		
41000-331	GASOLINE		\$	240
	Estimated 60 gallons @ \$4.00 per gallon	240		
41000-510	INSURANCE		\$	127,200
	PEP - liability, property, & workers compensation	100,395		
	Flood insurance	16,005		
	Long-term disability for employees	10,800		
41000-555	BANK SERVICE CHARGES		\$	400
	Checking accounts - Truxton and First Horizon	400		
41000-691	CREDIT CARD PROCESSING FEES		\$	2,500

	Monthly fees from card service processor	2,500	
	SUBTOTAL ADMINISTRATIVE EXPENSES		\$ 953,921
	TAX ADMINISTRATION		
41550-596	Property Tax Refunds		\$ 2,000
	Judgements from State of TN from property tax appraisal appeals	2,000	
	SUBTOTAL TAX ADMINISTRATION EXPENSES		\$ 2,000
	CITY HALL BUILDINGS		
41810-266	REPAIR & MAINTENANCE - BUILDINGS		\$ 28,000
	Flooring for City Hall	25,000	
	Miscellaneous repairs	3,000	
	SUBTOTAL CITY HALL BUILDINGS EXPENSES		\$ 28,000
	PUBLIC SAFETY		
42100-110	SALARIES		\$ 1,372,887
	Chief, Lieutenant, Investigator, Officers, dispatch, clerk	1,285,957	
	Early retirement & leave payout	-	
	Longevity Pay	16,700	
	Overtime estimate	7,500	
	Part-time dispatchers, Judge, officers	62,730	
42100-141	SOCIAL SECURITY TAX		\$ 105,883
	Tax on all gross wages & Longevity	105,026	
	7.65% of state In-Service payment of \$11,200	857	
42100-142	HEALTH & DENTAL INSURANCE		\$ 256,396
	Health and dental insurance - F/T employees - City portion	233,468	
	Health & dental insurance - 2 retirees - City portion	13,327	
	Life & accident insurance	9,601	
42100-143	RETIREMENT		\$ 106,907
	8.71% of all F/T salaries & longevity TCRS (Legacy Plan)	53,205	
	5-8% of salaries - 401K Plan	53,702	
42100-148	EDUCATION & TRAINING - POLICE		\$ 28,526
	TACP Conference (Chief & Lieutenant)	350	
	LEACT Conference	200	
	Educational Reimbursement Program	17,904	
	V-academy - online training for officers	748	
	Off-Site Training for officers	3,000	
	TIBRS, TIES, NCIC, APCO Dispatch training	2,074	
	Travel, Meals, Lodging	1,250	
	Firearms - (3) qualifications and (1) set duty ammunition	3,000	
42100-151	SOCIAL SECURITY TAX - SECONDARY EMPLOYMENT		\$ 3,060
	7.65% of secondary employment (off-duty) wages	3,060	
42100-165	COURT COSTS		\$ 13,529
	Printing - thermal paper for E-tickets	1,000	
	Attorney fees for traffic court appeals	3,400	
	Court supplies, publications, dues	950	
	Connection to RMS system for traffic court	450	
	CTRIS Local Government Software	7,729	

42100-188	SECONDARY EMPLOYMENT WAGES	\$	40,000
	Estimate of 1,000 hours at \$40/hour - paid to officers	40,000	
42100-230	PUBLICITY, SUBSCRIPTIONS, DUES	\$	2,265
	Tennessee Association of Chiefs of Police Dues (Chief and Lieutenant)	450	
	ROCIC Membership dues	300	
	LEACT dues	300	
	LESO Program dues	400	
	State Accreditation	650	
	National Child Safety Certification	165	
42100-245	TELEPHONE, INTERNET CONNECTIONS	\$	48,764
	Police department phone and fax lines	3,600	
	Cell phones: Chief, dispatch emergency cell phone	3,600	
	PowerDMS accreditation management support	2,808	
	Tennessee Portal Project	165	
	TBI connection fee	2,240	
	E-Agent software for TBI connection	1,900	
	TNCRIM	135	
	IT consulting for computer issues	2,000	
	LEADS online (pawn shop transactions search)	2,419	
	Tyler Technologies E-ticket software license and support	2,610	
	Omnigo support for records management system	18,077	
	RevCord Voice and Data support	1,332	
	Microsoft Planet Technologies	7,878	
42100-261	REPAIR & MAINTENANCE - VEHICLES	\$	55,076
	Oil changes - 17 vehicles	3,570	
	Tires, rotations, alignments	11,730	
	Brakes	4,400	
	Verizon Connect for tablet	3,876	
	Miscellaneous repairs (wipers, lights, tune-up, etc.)	2,000	
	Emergency, out of warranty, other	29,500	
42100-262	REPAIR & MAINTENANCE- VIDEO SURVEILLANCE SYSTEM	\$	53,900
	Repair, maintenance, IT services	40,500	
	VSS extra trip charge	2,000	
	Software licensing	11,400	
42100-269	REPAIRS & MAINTENANCE - OTHER SERVICES	\$	19,286
	Radio repair for Motorola radios	5,094	
	User fee to ITS Department	10,032	
	Radar re-certification	560	
	In-car video camera, radar repairs	2,000	
	Radio batteries	600	
	General equipment maintenance	1,000	
42100-320	OPERATING SUPPLIES	\$	9,710
	Community Outreach Programs	800	
	Office supplies, first aid supplies, traffic cones	5,000	
	Glock 45 Handguns - upgrade (net of trade-in)	3,910	
42100-326	CLOTHING & UNIFORMS	\$	17,580
	(16) officers @ \$500 each, (2) part-time officer @ \$250 each	8,500	

	(4) Dispatchers @ \$250 each, (3) part-time dispatchers @ \$150 each	1,450	
	Emergency, badges, holsters, miscellaneous	2,630	
	(5) bullet resistant vests	4,000	
	PEP Grant Safety Equipment Match	1,000	
42100-331	GASOLINE		\$ 78,000
	(17) gasoline vehicles - approximately 19,500 gallons @ \$4.00/gallon less employee reimbursement	78,000	
42100-390	DETECTIVE		\$ 3,880
	Cell phone	480	
	Lexis Nexis	2,400	
	Travel, research, supplies	1,000	
	SUBTOTAL PUBLIC SAFETY		\$ 2,215,649
	BUILDING & ZONING		
42420-110	SALARIES		\$ 78,750
	Wages	78,750	
	Longevity	-	
42420-141	SOCIAL SECURITY TAX		\$ 6,024
	Estimated taxes on gross wages, longevity	6,024	
42420-142	HEALTH & DENTAL INSURANCE		\$ 10,420
	Health & dental insurance - City portion	9,916	
	Life & accident insurance	504	
42420-143	RETIREMENT		\$ 6,859
	8.71% of salaries & longevity payments TCRS	6,859	
42420-148	EDUCATION & TRAINING		\$ 2,900
	Continuing education required for certification, TCMA conference	2,900	
42420-230	SUBSCRIPTIONS, DUES		\$ 2,007
	TN AFPM (Association Flood Plain Management) dues	50	
	MTCOA dues	40	
	ICC (International Code Council) dues	270	
	TN Stormwater Management Association dues (1/2 cost split with Streets Department)	300	
	Evernote annual renewal	75	
	Verizon Connect for tablet	1,272	
42420-250	PROFESSIONAL SERVICES		\$ 41,500
	BZA sign printing, engineering consulting services, HZC signs, consultants	41,500	
42420-261	REPAIR & MAINTENANCE - VEHICLES		\$ 600
	Estimated routine repairs	600	
42420-326	CLOTHING & UNIFORMS		\$ 700
	Logo shirts, pants	700	
42420-325	SUPPLIES		\$ 2,000
	Miscellaneous meeting supplies	2,000	
42420-331	GASOLINE		\$ 1,000
	Estimated 250 gallons @ \$4.00 per gallon	1,000	
	SUBTOTAL BUILDING & ZONING		\$ 152,761
	HIGHWAYS & STREETS		
43100-110	SALARIES		\$ 155,171

	Wages - Public Works Director & Assistant Public Works	152,071		
	Longevity	3,100		
43100-141	SOCIAL SECURITY TAX		\$	11,871
	7.65% on all gross wages and longevity	11,871		
43100-142	HEALTH & DENTAL INSURANCE		\$	32,177
	Health and dental insurance - City portion	31,088		
	Life & accident insurance	1,089		
43100-143	RETIREMENT		\$	13,515
	8.71% of salaries & longevity payments TCRS (Legacy Plan)	13,515		
43100-148	EDUCATION & TRAINING - STREETS DEPT.		\$	2,785
	TN AFPM (Association Flood Plain Management) dues	25		
	TN Stormwater Management Association dues (1/2 cost split with Zoning department)	150		
	TNAPWA (American Public Works Association) dues	450		
	TWWA (TN Wastewater Association) dues	10		
	State of TN wastewater management certification	150		
	TCAPWA annual conference	1,000		
	Other required training and travel to maintain certifications	1,000		
43100-261	REPAIR & MAINTENANCE - VEHICLES		\$	3,500
	Routine items for Public Works trucks/Verizon Connect (GPS)	3,500		
43100-262	REPAIR & MAINTENANCE - OTHER MACHINERY		\$	750
	Repairs to large tools and equipment, including forklift	750		
43100-265	REPAIRS & MAINTENANCE - STREET SIGNS		\$	4,000
	Repairs to existing signs, replacements for damaged signs, poles	4,000		
43100-269	REPAIR & MAINTENANCE - OTHER		\$	117,900
	Street Maintenance Contract work & miscellaneous maintenance	40,000		
	Culvert cleaning, CCTV, and engineering fees	15,500		
	Snow Removal	60,000		
	Tennessee One Call tickets	2,400		
43100-326	CLOTHING & UNIFORMS		\$	4,890
	Uniforms - 5 per week from Unifirst; 1 Carhart Jacket	1,290		
	Shoes - 4 pair	700		
	Cell phone, Verizon connection	2,700		
	Miscellaneous	200		
43100-331	GASOLINE		\$	8,600
	(2) Pick-up trucks - approximately 2,150 gallons @ \$4.00/gallon less employee reimbursement	8,600		
43100-340	SUPPLIES - REPAIR & MAINTENANCE		\$	3,000
	Small hand tools, hardware, rags, propane, gloves, misc.	3,000		
	SUBTOTAL HIGHWAYS & STREETS		\$	358,159
	STORMWATER			
43150-256	CONSULTANT'S SERVICES		\$	72,960
	MS4 Permit fee, paid to State of TN	3,460		
	EPSC inspections	8,500		
	Stream Monitoring, NPDES Annual Report, ESRI, other engineering services	61,000		

43150-269	REPAIR & MAINTENANCE - OTHER	\$	160,000
	Minor stormwater repairs, culvert cleaning		20,000
	Creek debris removal maintenance work		140,000
	SUBTOTAL STORMWATER	\$	232,960
	WASTE COLLECTION		
43230-249	DUMPSTER SERVICES	\$	27,560
	(3) Trash dumpsters behind City Hall		18,000
	(2) Cardboard dumpsters behind City Hall		7,560
	Extra recycle trash cans and labels		1,000
	Extra pick-up, week of Christmas - New Years		1,000
43230-269	BRUSH COLLECTION / CHIPPER, TREE WORK	\$	222,240
	Brush collection & chipper contract		207,240
	Emergency tree work, storm cleanup		15,000
43230-290	TRASH COLLECTION	\$	384,000
	Once-weekly trash pick-up & recycle pick-up		384,000
	SUBTOTAL WASTE COLLECTION	\$	633,800
	PARKWAYS & BOULEVARDS		
44730-242	WATER FOR IRRIGATION	\$	55,000
	1/2 Watering truck and all irrigation		55,000
44730-260	REPAIR & MAINTENANCE - OTHER	\$	18,000
	Install & store backflow, turf maintenance, irrigation repairs, back flow preventers repairs		18,000
44730-321	HORTICULTURAL SUPPLIES & SERVICES	\$	145,000
	Landscape maintenance contract @ \$6,995/month		83,940
	Extra supplies, services outside of contract, dirt work		6,060
	Survey and clearing donated land		55,000
	SUBTOTAL PARKWAYS & BOULEVARDS	\$	218,000
	TOTAL OPERATING EXPENSES	\$	4,795,250

Line-Item Budget- Sewer Fund

City of Belle Meade FY 2023-2024 412 - Sewer Fund

ACCT #	ACCOUNT NAME AND DESCRIPTION	SUBTOTAL	TOTAL
REVENUES			
32630	SEWER PERMIT FEES	\$	1,600
	Charged when City installs new or relocates existing sewer grinder pump system (8 @ \$200)	1,600	
36100	INTEREST EARNINGS	\$	40,000
	Interest earned on balance of reserves in LGIP	40,000	
37230	SEWER USER FEE	\$	506,837
	Revenues collected by Metro Water and reimbursed, less 10% administrative fee. Sewer user rate of \$3.26 per 100 ccf	506,837	
37294	INSTALLATION CHARGES	\$	55,850
	(8) New sewer pump stations purchased for resale to homeowners. A handling fee per station is added to cost.	51,850	
	Cables, misc. parts for resale	4,000	
37296	SEWER ACCESS FEES	\$	16,000
	\$2,000 fee required when new pump station is installed estimated at (8) this year	16,000	
33400	OTHER REVENUES	\$	333,323
	TDEC grant revenue (\$666,646 total)	333,323	
	TOTAL REVENUES	\$	953,610
EXPENSES			
52210-110	SALARIES	\$	56,331
	Wages - Collections Operator	52,880	
	Overtime, estimated at 7 hours/month	3,051	
	Longevity	400	
52210-131	TERMINAL AND SICK LEAVE	\$	4,001
	Accrued sick leave payable to the employee upon separation	4,001	
52210-133	VACATION LEAVE	\$	2,000
	Accrued vacation leave payable to the employee upon separation	2,000	
52210-141	SOCIAL SECURITY TAX	\$	4,309
	Estimated taxes on all gross wages, longevity	4,309	
52210-142	HEALTH & DENTAL INSURANCE	\$	13,166
	Health and dental insurance	12,761	
	Life & accident insurance	405	
52210-143	RETIREMENT	\$	4,506
	8% of salaries & longevity payments 401K	4,506	
52210-148	EDUCATION & TRAINING - SEWER DEPT.	\$	820
	Travel, lodging, meals for training	500	

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	TAUD annual conference	95		
	TNEPSC training	125		
	State of TN wastewater management certification	100		
52210-245	TELEPHONE, INTERNET		\$	1,500
	Mobile phone and Verizon connection	1,500		
52210-254	PROFESSIONAL SERVICES - ARCHITECT, ENGINEER, ETC.		\$	7,500
	Engineering services	7,500		
52210-259	OTHER PROFESSIONAL SERVICES		\$	8,930
	Semi-annual wastewater testing	3,450		
	State Division of Water Pollution Control - annual maintenance fee	1,380		
	Satellite telemetry annual support (for 5 underground odor tanks)	2,100		
	Residential grinder telemetry	1,200		
	TAUD dues	800		
52210-260	REPAIR & MAINTENANCE - GRINDER PUMP SYSTEM		\$	43,950
	Grinder pump rebuilds	17,000		
	Pump truck, plumbing, electrical contractors, and labor to assist with installs	13,100		
	Parts, hardware, miscellaneous repair items	950		
	Jefferson sales - replacement pump for odor tanks	900		
	Certified Labs - repair parts	7,000		
	(5) Telemetry upgrade to E-1 pump systems	5,000		
52210-261	REPAIR & MAINTENANCE - VEHICLES		\$	1,500
	Routine items for large service truck; small truck oil changes	1,500		
52210-262	REPAIR & MAINTENANCE - OTHER EQUIPMENT		\$	1,000
	Miscellaneous repairs	1,000		
52210-310	OFFICE SUPPLIES		\$	150
	Forms, printing, toner, and other misc. office supplies	150		
52210-320	OPERATING SUPPLIES		\$	1,200
	Disposable coveralls, latex gloves, disposable wipes, hardware, rags	1,200		
52210-322	CHEMICALS		\$	115,000
	Odor treatment for 5 underground tanks, Millrace, Parkhill, Clarendon, Westview & Lynwood/Westview, 4 times per year, averages 4,000 gallons each time @ \$6.00/gal; bio packs (\$8,000); caustic soda	115,000		
52210-326	CLOTHING & UNIFORMS		\$	1,330
	Uniforms - 5-6 per week from Unifirst	630		
	Boots - 2 pair	350		
	Bib overalls and jacket- 1 pair and miscellaneous	350		
52210-331	GASOLINE		\$	8,000
	(2) Sewer Dept. trucks - approximately 2,000 gallons @ \$4.00/gallon	8,000		
52210-341	CONSUMABLE TOOLS		\$	500

	Small hand tools	500		
52210-510	INSURANCE		\$	5,400
	Property, equipment, auto, liability, workers compensation	5,400		
52210-540	DEPRECIATION EXPENSE		\$	265,000
	Depreciation of sewer system equipment	265,000		
	TOTAL OPERATING EXPENSES		\$	546,094
CAPITAL EXPENSES				
52210-930	IMPROVEMENTS OTHER THAN BUILDING		\$	508,323
	Asset management software (TDEC grant)	333,323		
	Air relief valves (5)	15,000		
	New pump systems reimbursed by homeowner (8)	60,000		
	Grinder pump replacements	100,000		
	TOTAL CAPITAL EXPENSES		\$	508,323
	NET INCREASE (DECREASE) TO NET POSITION		\$	(100,807)
	TRANSFER FROM RESERVES		\$	100,807
	NET INCREASE (DECREASE) TO NET POSITION		\$	(0)

Line-Item Budget- Beautification Fund

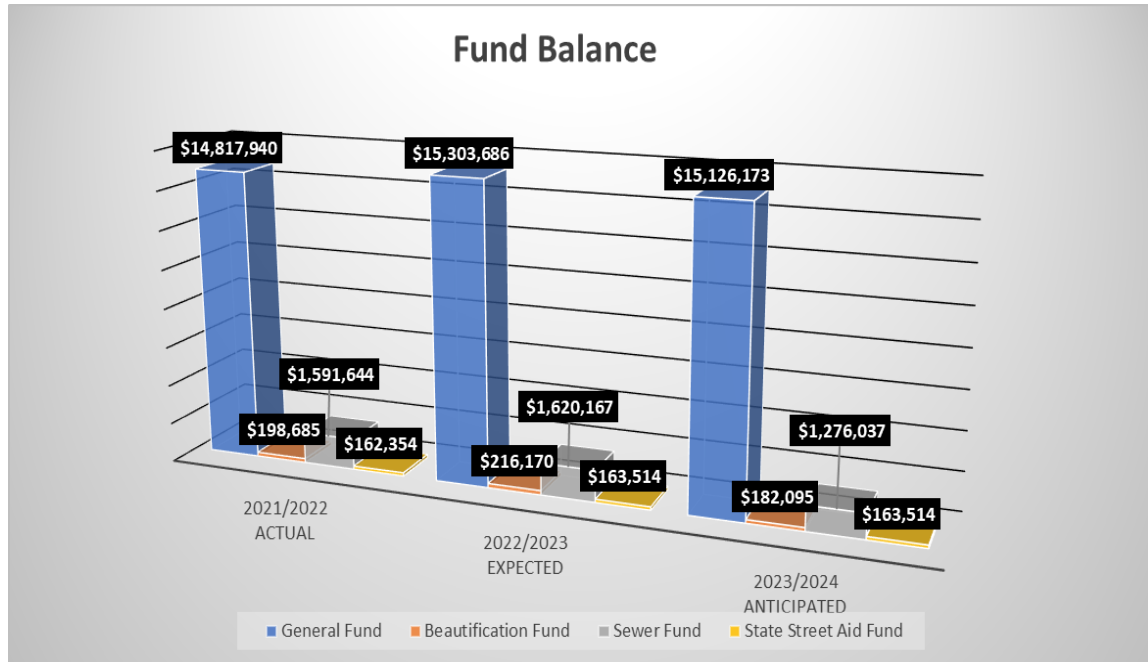
City of Belle Meade FY 2023-2024 123 - Beautification Fund			
ACCT #	ACCOUNT NAME AND DESCRIPTION	SUBTOTAL	TOTAL
REVENUES			
36100	INTEREST EARNINGS		\$ 2,000
	Interest on checking	2,000	
36730	CONTRIBUTIONS - MEMORIALS		\$ 500
	Memorial donations - based on experience	500	
37950	CONTRIBUTIONS - CERES		\$ 75,000
	Ceres Society - based on previous three years receipts	75,000	
	TOTAL REVENUES		\$ 77,500
EXPENSES			
44730-236	PUBLIC RELATIONS		\$ 4,000
	Promotional mailings, other publicity, or Ceres event	4,000	
44730-260	REPAIR & MAINTENANCE SERVICES		\$ 11,000
	1/2 Watering truck	11,000	
44730-321	HORTICULTURAL SUPPLIES & SERVICES		\$ 46,575
	Holiday wreaths for street signs	5,000	
	Bedding plants, bulbs, new and replacement trees	40,000	
	Boxwood treatments (3 @ \$525 each)	1,575	
	TOTAL OPERATING EXPENSES		\$ 61,575
CAPITAL EXPENSES			
44730-930	IMPROVEMENTS OTHER THAN BUILDING		\$ 50,000
	Landscaping for Master Plan projects	50,000	
	TOTAL CAPITAL EXPENSES		\$ 50,000
	TRANSFER FROM RESERVES		34,075
	NET INCREASE (DECREASE) TO FUND BALANCE		\$0

Line-Item Budget- State Street Aid Fund

City of Belle Meade FY 2023-2024 121 - State Street Aid

ACCT #	ACCOUNT NAME AND DESCRIPTION	SUBTOTAL	TOTAL
REVENUES			
33551	GASOLINE & MOTOR FUEL TAXES	\$	101,535
	Per capita amount of \$35.00 budgeted by state legislature	101,535	
	TOTAL REVENUES	\$	101,535
EXPENSES			
43120-247	STREET LIGHTING	\$	67,500
	Monthly payments to NES for streetlights	67,500	
43120-268	REPAIR & MAINTENANCE - ROADS & R-O-W's	\$	34,035
	Monthly payments to NES for Video Surveillance to run 21 locations (Verizon)	7,510	
	Monthly payments for cellular connectivity of 25 locations	8,285	
	Street Sweeping Contract at \$1,520/month	18,240	
	TOTAL OPERATING EXPENSES	\$	101,535
CAPITAL EXPENSES			
43120-930	IMPROVEMENTS OTHER THAN BUILDING	\$	-
		-	
	TOTAL CAPITAL EXPENSES	\$	-
	NET INCREASE (DECREASE) TO FUND BALANCE	\$	0

Fund Balance



	General Fund	Beautification Fund	Sewer Fund	State Street Aid Fund
ANTICIPATED FUND BALANCE JUNE 30, 2023	\$ 14,817,940	\$ 198,685	\$ 2,428,276	\$ 162,354
Add: Proposed Operating Revenues	5,825,000	77,500	953,610	101,535
Deduct:				
Proposed Operating Expenditures (less depr.)	4,795,250	61,575	281,094	101,535
Proposed Capital Items FY 2024	1,207,264	50,000	508,323	-
ANTICIPATED FUND BALANCE JUNE 30, 2024	14,640,426	164,610	2,592,469	162,354
One year's operating expenses (103% of proposed)	4,939,107	-	289,527	-
Reserves for unfunded pension liability	-	-	-	-
Reserves for compensated absences	217,500	-	4,850	-
Debt Service	-	-	-	-
Designated for Stormwater (user fees)	308,200	-	-	-
Designated for Streets (franchise fees)	80,000	-	-	-
Reserves for Projected Capital Items, FY 2024-2028	4,363,688	-	1,679,615	-
UNASSIGNED FUND BALANCE JUNE 30, 2024	4,731,931	164,610	618,477	162,354

5 Year Capital Improvement Plan

City of Belle Meade CAPITAL IMPROVEMENT PLAN (CIP) FISCAL YEARS 2024 - 2028

DESCRIPTION/ FUND	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
GENERAL FUND					
Fleet Replacement - Admin. & Building Insp.			20,000		
Fleet Replacement - Police Department	183,896	193,091	202,745	106,441	111,763
Fleet Replacement - Streets Department		35,000	35,000		
Machinery/Equip. - Admin. - Computer replacements & electronic security system	21,784				
Machinery/Equip. - Police Dept. - Video security system	17,326	50,000	52,500	55,125	57,881
Machinery/Equip. - Police Dept. - UTV & Starchase	96,386	32,000	33,600	37,044	42,883
Machinery/Equip. - Bldg and Zoning					
Machinery/Equip. - Streets Dept.					
Streets Dept - Impr. Other than Bldg. - Street paving, sidewalk, Infrastructure Impr.	497,872	300,000	315,000	330,750	347,288
Streets Dept- Impr. Other than Bldg.- Master plan	240,000	500,000	525,000	551,250	578,813
Stormwater Dept.- Capital Impr. /Infrastructure Impr.	50,000	52,500	55,125	57,881	60,775
TOTAL	\$1,107,264	\$1,162,591	\$1,238,970	\$1,138,492	\$1,199,403
STATE STREET AID FUND					
TOTAL	\$0	\$0	\$0	\$0	\$0
BEAUTIFICATION FUND					
Parkways & Boulevards - Impr. Other than Bldg.	\$50,000				
TOTAL	\$50,000	\$0	\$0	\$0	\$0
SEWER FUND					
Fleet Replacement		35,000			
New grinder pump replacements - approx 40 per year	100,000	105,000	115,763	134,010	162,889
Pump System (tank, pumps, connectors) purchased by homeowners/contractors -8-10 per year	60,000	63,000	69,458	80,406	97,734
Asset management software	333,323	80,000	84,000	88,200	92,610
Air Relief Valves	15,000				
TOTAL	\$508,323	\$283,000	\$269,220	\$302,615	\$353,233
TOTAL ALL FUNDS	\$1,665,587	\$1,445,591	\$1,508,190	\$1,441,107	\$1,552,636

City of Belle Meade CAPITAL IMPROVEMENT PLAN (CIP) FISCAL YEARS 2024 - 2028					
DETAIL DESCRIPTION/ FUND	Projected FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28
GENERAL FUND					
Fleet Replacement - Admin. & Building Insp.			bldg insp. Car		
Fleet Replacement - Police Department	Police vehicles (4)	Police vehicles (4)	Police vehicles (4)	Police vehicles (2)	Police vehicles (2)
Fleet Replacement - Streets Department		Truck-Nathan	Truck-Larry		
Machinery/Equip. - Admin.	Computer replacements & electronic security system				
Machinery/Equip.- Police Dept. - Video Security System	Upgrades/Repl. - Older Cameras	Upgrades/Repl. - Older Cameras	Upgrades/Repl. - Older Cameras	Upgrades/Repl. - Older Cameras	Upgrades/Repl. - Older Cameras
Machinery/Equip.- Police Dept.	UTV & Starchase	Car Radios & Handhelds (4)	Equipment replacements/ upgrades	Equipment replacements/ upgrades	Equipment replacements/ upgrades
Machinery/Equip.- Building Inspection/Zoning					
Machinery/Equip.- Streets Dept.					
Streets Dept - Impr. Other than Bldg. - Street Paving, Infrastructure Impr.	Paving Reserve & sidewalk	Paving Reserve	Paving Reserve	Paving Reserve	Paving Reserve
Streets Dept- Impr. Other than Bldg.- Sidewalks	Master Plan	Master Plan	Master Plan	Master Plan	Master Plan
Stormwater Dept.- Capital Impr. /Infrastructure Impr.	Walnut Drive stormwater improvement	Reserve	Reserve	Reserve	Reserve
BEAUTIFICATION FUND					
Parkways & Boulevards -	Landscaping	Landscaping	Landscaping	Landscaping	Landscaping
SEWER FUND					
Fleet Repl. - Sewer		Truck-Dylan			
Sewer Grinder Pump Repl.	40 replacement pumps per year; budget increased by 5% each year purchased by homeowners/contractors - 10 per year				
Pump System (tank, pumps, connectors)					
Capital Impr. /Infrastructure Impr. - Sewer	Asset Management software	Other Capital Improvements	Other Capital Improvements	Other Capital Improvements	Other Capital Improvements

ORDINANCE 2023-3

AN ORDINANCE TO APPROPRIATE FUNDS FOR THE CONDUCT OF THE FUNCTIONS OF THE CITY OF BELLE MEADE, TENNESSEE, INCLUDING SALARIES OF ALL EMPLOYEES AND PAYMENTS RELATED THERETO, PURCHASES OF SUPPLIES, MACHINERY AND EQUIPMENT, PAYMENT FOR SERVICES RENDERED PURSUANT TO CONTRACTS, UTILITY SERVICES, AND ALL OPERATING EXPENSES FOR THE FISCAL YEAR 2023-2024 AND PROVIDING FOR REVERSION OF ALL UNDISBURSED FUNDS HEREBY APPROPRIATED

BE IT ORDAINED, by the City of Belle Meade as follows:

SECTION 1. There are hereby appropriated, by the City of Belle Meade, the following amounts of money, out of funds already in the Treasury of the City or reasonably anticipated to be on hand when payments therefrom shall be required:

<u>FUNCTIONS</u>	<u>GENERAL FUND</u>	<u>BEAUTIF- ICATION FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>SEWER UTILITY FUND</u>	<u>STATE STREET AID FUND</u>	<u>WASTE COLLECTION FUND</u>	<u>TOTAL</u>
EXPENDITURES							
General	983,921		21,784				1,005,705
Police	2,215,649		297,608				2,513,256
Building & Zoning	152,761		-				152,761
Streets	358,159		737,872		101,535		1,197,566
Waste			-			633,800	633,800
Stormwater	232,960		150,000				382,960
Sewage			508,323	546,094			1,054,417
Parkways	218,000	61,575	50,000				329,575
Debt Service	-	-	-	-	-	-	-
Subtotals	4,161,450	61,575	1,765,587	546,094	101,535	633,800	7,270,041
Transfers	1,841,064 ¹	50,000	(1,765,587)	508,323		(633,800)	-
Totals:	6,002,514	111,575	-	1,054,417	101,535	-	7,270,041

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

SECTION 2. It is anticipated the following amounts of money will be received from the sources set out herein.

<u>FUNCTIONS</u>	<u>GENERAL FUND</u>	<u>BEAUTIF- ICATION FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>SEWER UTILITY FUND</u>	<u>STATE STREET AID FUND</u>	<u>WASTE COLLECTION FUND</u>	<u>TOTAL</u>
REVENUES							
Local Taxes	3,340,458						3,340,458
Permits	394,500			1,600			396,100
Intergovernmental	855,667				101,535		957,202
Fines	235,000						235,000
Charges for Svcs.	348,200			506,837			855,037
Miscellaneous	631,176	2,000		445,173			1,078,349
Contributions	20,000	75,500					95,500
Transfers			(1,765,587)			(633,800)	
Subtotals	5,825,001	77,500	(1,765,587)	953,610	101,535	(633,800)	6,957,646
From Reserves	177,513	34,075	-	100,807	-	-	312,395
Totals:	6,002,514	111,575	(1,765,587)	1,054,417	101,535	(633,800)	7,270,041

GENERAL, CAPITAL PROJECTS & WASTE COLLECTION FUNDS REVENUES & EXPENDITURES:

ANTICIPATED FUND BALANCE JUNE 30, 2023	\$14,817,940
Add: Proposed Operating Revenues	5,825,000
Deduct: Proposed Operating Expenditures (no capital items)	(4,795,250)
Proposed Capital Items, FY 2024	(1,207,264)
One year's operating expenses (103% of proposed, no capital items)	(4,939,107)
Reserves for compensated absences	(217,500)
Reserves for unfunded pension liability	-
Debt Service	-
Designated for Stormwater (user fees)	(308,200)
Designated for Streets (Franchise fees)	(80,000)
Reserves for Projected Capital Items, FY 2025-2028	(4,363,688)
UNASSIGNED FUND BALANCE	<u>\$ 4,731,931</u>

BEAUTIFICATION & STATE STREET AID FUNDS REVENUES & EXPENDITURES:

ANTICIPATED FUND BALANCE JUNE 30, 2023	\$ 361,039
Add: Proposed Operating Revenues	179,035
Deduct: Proposed Operating Expenditures (no capital items)	(163,110)
Proposed Capital Items, FY 2024	(50,000)
UNASSIGNED FUND BALANCE	<u>\$ 326,964</u>

SEWER UTILITY FUND REVENUES & EXPENDITURES:

ANTICIPATED UNRESTRICTED NET POSITION JUNE 30, 2023	\$ 2,428,276
Add: Proposed Operating Revenues	953,610
Deduct: Proposed Operating Expenditures	(281,094)
One year's operating expenses (103% of proposed, no capital items)	(289,527)
Reserves for compensated absences	(4,850)
UNRESTRICTED NET POSITION	<u>\$ 2,806,415</u>

The Board of Commissioners may, from time to time during the fiscal year, by resolution, transfer funds appropriated herein without increasing or decreasing the total amount appropriated.

SECTION 3. The City Manager and/or City Treasurer is authorized to pay, and charge to each account as designated, by check of the City, for amounts not exceeding those appropriated in Section 1, herein, provided funds of the City are available to make such payments. Each check shall indicate the account from which it is paid and shall be signed by two of the five Commissioners or City Recorder, in an amount of \$5,000.00 or more and only one signature if amount is \$4,999.99 or less. The Board of Commissioners, may, by resolution, designate another employee of the City to sign such checks in place of the City Recorder, in the event of temporary absence or illness. All funds hereby appropriated and not disbursed from the designated accounts within a period of fourteen months commencing July 1, 2023 shall thereafter revert to the general fund of the City and be subject to further appropriations.

SECTION 4. All vendor invoices of \$5,000 or more shall be approved by the Commissioners at their regular or special meetings each month and such approval shall be recorded in the meeting minutes.

SECTION 5. This Ordinance shall become effective on July 1, 2023.

Passed on first reading:
May 17, 2024

Mayor Rusty Moore

Passed on second reading:
June

City Recorder Rusty Terry

ORDINANCE 2023-4

AN ORDINANCE TO FIX THE TAX RATE FOR THE CITY OF
BELLE MEADE FOR THE FISCAL YEAR 2023-2024

BE IT ORDAINED, by the City of Belle Meade, as follows:

Section 1. Taxes on all taxable property within the limits of the City of Belle Meade for the fiscal year 2023-2024 shall be collected and computed at the rate of \$0.50 cents per \$100.00 dollars of resulting assessed valuation. The property values as assessed by the Metropolitan Government of Nashville and Davidson County shall apply.

Section 2. This Ordinance shall become effective fifteen (15) days after passage.

Passed on first reading:

Date: May 17, 2023

Passed on second reading:

Date

Mayor Rusty Moore

City Recorder Rusty Terry

ORDINANCE 2023-4

AN ORDINANCE TO FIX THE TAX RATE FOR THE CITY OF
BELLE MEADE FOR THE FISCAL YEAR 2023-2024

BE IT ORDAINED, by the City of Belle Meade, as follows:

Section 1. Taxes on all taxable property within the limits of the City of Belle Meade for the fiscal year 2023-2024 shall be collected and computed at the rate of \$0.50 cents per \$100.00 dollars of resulting assessed valuation. The property values as assessed by the Metropolitan Government of Nashville and Davidson County shall apply.

Section 2. This Ordinance shall become effective fifteen (15) days after passage.

Passed on first reading:

Date: May 17, 2023

Passed on second reading:

Date

Mayor Rusty Moore

City Recorder Rusty Terry

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ORDINANCE 2023-5

**AN ORDINANCE AMENDING USER CHARGES FOR USERS OF THE
WASTEWATER COLLECTION FACILITIES OF THE CITY OF BELLE MEADE**

BE IT ORDAINED, by the City of Belle Meade, as follows:

Section 1. Pursuant to Belle Meade Municipal Code, Title 18, Chapter 1, Section 18-117, Schedule of Rates, the user charge for users of the wastewater collection facilities of the City of Belle Meade is amended as follows:

\$3,26 per 100 cubic feet of water consumed,
With a minimum of \$30.03 per month per user.

Section 2. The volume of water consumed shall be determined by actual meter readings, adjusted so as to take into account water not normally entering the sewerage system (e.g., for filling swimming pools, irrigation systems, etc.) in like manner as adjustments are made by the Metropolitan Government of Nashville and Davidson County, Tennessee in the calculation of its sewer user charges to its customers.

Section 3. This Resolution shall take effect July 1, 2023, the welfare of the City of Belle Meade requiring it.

Passed on first reading:

Date: May 17, 2023

Passed on second reading:

Date: _____

Mayor Rusty Moore

City Recorder Rusty Terry

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ORDINANCE 2023-6

**AN ORDINANCE AMENDING SECTION 14-206 OF THE BELLE MEADE
MUNICIPAL CODE TO CLARIFY THE QUORUM REQUIREMENTS OF THE
BOARD OF ZONING APPEALS.**

WHEREAS, the Board of Commissioners passed Ordinance 2023-2 on April 18, 2023, amending Section 2-101 of the Belle Meade Municipal Code, to increase the number of members of the board of zoning appeals from five (5) to seven (7), effective sixty (60) days from passage; and

WHEREAS, to avoid confusion, it is necessary to also make a conforming change to Section 14-206 of the Zoning Ordinance, which still provides that the presence of three (3) members constitutes a quorum;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE, as follows:

SECTION ONE Section 14-206 (2) of the Belle Meade Municipal Code is hereby amended to delete the word “three (3)” and to substitute therefor the word “five (5)” with all other language of that subsection to remain the same.

SECTION TWO. This ordinance shall take effect immediately from and after its passage on passage on second reading, the health, safety, and welfare of the citizens of Belle Meade requiring it.

Planning Commission Review: _____

Passed on First Reading: _____

Public Hearing: _____

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

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ORDINANCE 2023-7

AN ORDINANCE TO AMEND TITLE TWELVE OF THE BELLE MEADE MUNICIPAL CODE TO CREATE A NEW CHAPTER SIX ADOPTING THE INTERNATIONAL PLUMBING CODE AND A NEW CHAPTER SEVEN ADOPTING THE INTERNATIONAL GAS AND MECHANICAL CODES AND REPEALING SECTIONS 12-101 (2) AND (3) SO AS TO PROVIDE FOR ENFORCEMENT THROUGH THE CITY OF BELLE MEADE RATHER THAN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

WHEREAS, the City of Belle Meade (“City”) has previously provided by ordinance that construction, permits, and inspections for plumbing, gas, mechanical, and electrical construction shall be subject to the provisions of the Building Code of the Metropolitan Government of Nashville and Davidson County (“Metro”) and administered by the Metro Codes Department; and

WHEREAS, pursuant to Ordinance 2023-02, the City has amended Section 12-101 (2) to provide that electrical inspections will hereafter be performed by the State Fire Marshall’s Office; and

WHEREAS, the Board of Commissioners hereby finds that administration of the codes for plumbing, gas, and mechanical construction would be more efficiently performed by duly licensed employees or agents of the City, rather than through Metro;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE AS FOLLOWS:

SECTION 1. Section 12-101 subsections (2) and (3) of the Belle Meade Municipal Code, the current version of which is attached as Exhibit 1, are hereby deleted in their entirety.

SECTION 2. There shall be created and enacted a new Chapter Six of Title Twelve of the Belle Meade Municipal Code, which shall read as follows:

CHAPTER 6**PLUMBING CODE**

26583134v1

12-601. Plumbing Code Adopted. Pursuant to authority granted by sections 6- 54-501 through 6-54-506 Tennessee Code Annotated and for the purpose of securing the beneficial interests and purposes of public safety, health and general welfare through the regulation of the installation and maintenance of all plumbing systems, which may be referred to as service systems, the International Plumbing Code, 2018 edition, as prepared and adopted by the International Code Council, including all appendices, addenda, and supplements thereto, with the exception of Appendix A, is hereby adopted in its entirety and is incorporated into the Belle Meade Municipal Code by reference and hereinafter referred to as the plumbing code.

12-602. Permit required. No plumbing work shall be done within the City until a permit therefor has been issued.

12-603. Plumbing permit fees. The issuance fee for plumbing permits shall be \$25.00, plus \$2.50 for each plumbing fixture, installation, replacement, alteration and repair.

12-604. Violation and penalties. Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter, or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a penalty of fifty dollars (\$50.00) for each offense. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued.

12-605. Available in recorder's office. Pursuant to the requirement of section 6- 54-502 of the Tennessee Code Annotated, one (1) copy of the plumbing code has been filed with the city recorder and is available for public use and inspection. Said plumbing code is adopted and incorporated as fully as if set out at length herein and shall control within the corporate limits.

SECTION 3. There shall be created and enacted a new Chapter Seven of Title Twelve of the Belle Meade Municipal Code, which shall read as follows:

CHAPTER 7

MECHANICAL AND GAS CODE

12-701 Adopted. Pursuant to authority granted by sections 6- 54-501 through 6-54-506 Tennessee Code Annotated and for the purpose of securing the beneficial interests and purposes of public safety, health and general welfare through the regulation of the installation and maintenance of all mechanical and gas systems, the International Mechanical Code, 2018 edition, including Appendix B, as prepared and adopted by the International Code Council, Inc., and the International Fuel Gas Code, as prepared and adopted by the International Code Council, Inc., are hereby adopted in their entirety by

26583134v1

reference as a part of the Belle Meade Municipal Code and are hereinafter referred to as the mechanical code and gas code respectively.

12-702. Permit required. No gas or mechanical work shall be done within the City until a permit therefor has been issued.

12-703. Gas and mechanical permit fees.

Mechanical permits, including gas piping, shall be issued upon following fee schedule:

- (1) New residential or commercial project: \$25.00, plus \$10.00 for the first \$1,000.00 of value, and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (2) Existing residential or commercial project (repairs, alterations or additions): \$25.00, plus \$5.00 for the first \$1,000.00 of value and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (3) Fees for the inspection of boilers (based on the boiler's BTU rating):

EXPAND

33,000 btu to 165,000 btu	\$5.00
166,000 btu to 330,000 btu	10.00
331,000 btu to 1,165,000 btu	15.00
1,165,001 btu to 3,300,000 btu	25.00
Over 3,300,000 btu	35.00

12-704. Violation and penalties. Persons who shall violate a provision of these codes, fail to comply with any of the requirements thereof or erect, install, alter, or repair work in violation of the approved construction documents or directive of the codes official, or of a permit or certificate issued under the provisions of either code, shall be subject to a penalty of fifty dollars (\$50.00) for each offense. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of either code is committed or continued.

12-705. Available in recorder's office. Pursuant to the requirement of section 6- 54- 502 of the Tennessee Code Annotated, one (1) copy each of the mechanical code and gas code has been filed with the city recorder and is available for public use and inspection. Said codes are adopted and incorporated as fully as if set out at length herein and shall control within the corporate limits.

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SECTION 4. This ordinance shall become effective fifteen (15) days after its passage, the health, safety and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading: _____

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

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12-1

TITLE 12

BUILDING, UTILITY, ETC. CODES¹

CHAPTER

1. BUILDING REGULATIONS.
2. STORMWATER ORDINANCE.
3. STORMWATER FEE ORDINANCE.
4. FLOOD DAMAGE PREVENTION ORDINANCE.
5. TREE MANAGEMENT AND PROTECTION.

CHAPTER 1

BUILDING REGULATIONS²

SECTION

- 12-101. International Residential Code for one and two family dwellings adopted.
- 12-102. Regulations for other structures.
- 12-103. Modifications to dwelling code.
- 12-104. Board of building code appeals.

12-101. International Residential Code for one and two family dwellings adopted. Two (2) copies of which are on file in the office of the building and zoning department being marked and designated as the 2015 International Residential Code, including chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 33, 40 and 42 together with appendix chapters F, H, J, and O as published by the International Code Council and is hereby adopted as the Building Code of the City of Belle Meade for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and not more than three (3) stories in height in the City of Belle Meade, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2015 edition, published by the International Code Council on file in the office of the City of Belle Meade are hereby referred to, adopted and made a part hereof as if fully set out in this section.

¹Chapters 2 "Stormwater Ordinance" and 4 "Flood Damage Prevention Ordinance" have been relocated to this title from title 14 by Ord. #2015-8, Feb. 2015.

²Municipal code reference
Zoning code: title 14.

Exhibit 1

12-2

(2) Notwithstanding the foregoing, plumbing, electrical and/or gas mechanical construction, inspections and permits are covered by and subject to the provisions of the Building Code of the Metropolitan Government of Nashville and Davidson County, and are administered by the metropolitan department of codes administration.

(3) Each property owner is solely responsible for compliance with any applicable metropolitan government building codes and inspections by the City of Belle Meade do not relieve such owner of this responsibility.

(4) That if any section, subsection, sentence, clause or phrase of this section is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The City of Belle Meade hereby declares that it would have passed the ordinance comprising this section, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

(5) That the building and zoning department is hereby ordered and directed to cause the ordinance comprising this section to be published.

(6) That this section and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect fifteen (15) days from and after the date of its final passage and adoption. (As replaced by ord. 84-13. 1987 Code, § 4-101, as amended by ord. 88-5, § 1; ord. 90-12, § 1; Ord. #94-7, § 1, Sept. 1997; Ord. #97-1, Feb. 1997; and Ord. #2002-12, January 2003, as replaced by Ord. #2007-8, Aug. 2007, and amended by Ord. #2015-7, Aug. 2015, and Ord. #2019-10, Dec. 2019 **Ch8_01-19-22**)

12-102. Regulations for other structures. With respect to buildings or structures other than one and two family dwellings, applicability of Tennessee Code Annotated, title 68, ch. 120, is hereby recognized, and the Building Inspector of the City of Belle Meade is hereby designated as the municipal building official referred to in Tennessee Code Annotated, § 68-120-106. (As replaced by ord. 84-13. 1987 Code, § 4-102, as amended by Ord. #94-7, § 1, Sept. 1994)

12-103. Modifications to dwelling code. For the purposes of this chapter, the following sections of the International Building Code adopted hereby by reference are deleted, modified or amended to read as indicated:

(1) R-105. Permit required. A permit shall be obtained before beginning construction, alteration, or repairs, other than ordinary repairs, using application forms furnished by the Building Official. Ordinary repairs are nonstructural repairs and do not include addition to, alteration of, or replacement or relocation of water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric

ORDINANCE 2023-8

AN ORDINANCE TO AMEND SECTION 12-102 OF THE BELLE MEADE MUNICIPAL CODE TO ADOPT THE INTERNATIONAL BUILDING CODE FOR BUILDINGS OTHER THAN ONE AND TWO FAMILY DWELLINGS AND TO PROVIDE FOR ENFORCEMENT OF THAT CODE BY THE CITY BUILDING OFFICIAL.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE AS FOLLOWS:

SECTION I. Section 12-102 of the Belle Meade Municipal Code (the current version of which is attached as Exhibit 1 for reference) and the following substituted therefor:

12-102 Regulations for other structures. With respect to buildings or structures other than one and two family dwellings, the City of Belle Meade hereby adopts the International Building Code, 2018 Edition, chapters 1 through 26, 31, 32, 33, 34, and appendices A, E, F, G, H, I and J only. Whenever in such Code reference is made to the duties of an official as responsible for enforcement, then that person shall be building official of the City of Belle Meade.

SECTION II. This ordinance shall become effective fifteen days after its passage, the health, safety and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading: _____

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

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ORDINANCE 2023-9

AN ORDINANCE TO AMEND SECTION 12-302 OF THE BELLE MEADE MUNICIPAL CODE (“THE STORMWATER FEE ORDINANCE”) TO RENUMBER SUBSECTIONS THAT HAVE BEEN PREVIOUSLY MISNUMBERED AND TO AMEND PROVISIONS CONCERNING BILLING, DELINQUENCIES, AND COLLECTIONS.”

WHEREAS, the current version of Section 12-302 (a copy of which is attached as Exhibit 1 for reference) divides that section into eleven (11) subsections, but, due to a codification error, after sub-section (5), begins renumbering the remaining subsections as (2) through (7); and

WHEREAS, correctly numbered the subsections of Section 12-302 are (1) to (11); and

WHEREAS, in addition to correcting this codification error, there is a need to amend the Stormwater Fee Ordinance to strengthen and clarify provisions concerning, billing, delinquencies and collections;

NOW THEREFORE:

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE AS FOLLOWS:

SECTION 1. Section 12-302 of the Belle Meade Municipal Code is hereby amended to such that subsections of that section are renumbered (1) through (11).

SECTION 2. Section 12-302 (5) is hereby amended to add the following sentence at the beginning of that subsection:

(5) Stormwater User Fee. There shall be imposed on each and every property in the City, except exempt property, a stormwater user fee. The owner of each non-exempt property shall be obligated to pay stormwater user fees. . . .

SECTION 3. Section 12-302 (6) (misnumbered in the current version of the ordinance as Section 12-302 (3) on page 12-48 of the Belle Meade Municipal Code) is hereby amended to delete that subsection in its entirety and to substitute the following therefor:

(6) Stormwater user fee billing, delinquencies, and collections.

(a) A stormwater user fee bill may be sent through the United States mail or by alternative means, notifying all customers of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for non-payment. Regardless of the status of the party to whom the

bill is initially directed, the owner of each parcel of developed land shall be ultimately obligated to pay the stormwater service fee.

(b) If a customer is under-billed or if no bill is sent for developed land, the city may backbill for a period of up to ten (10) years but shall not assess penalties for any delinquency.

(c) The stormwater user fee shall be paid by the due date on the bill and shall become delinquent as of sixty (60) days following the billing. Any unpaid stormwater user's fee shall bear penalties if it remains unpaid after sixty (60) days following billing.

(d) A late charge will be based upon the unpaid balance with interest thereon at the maximum legal rate, published annually in the Tennessee Administrative Register. Interest shall be applied for each 30-day period or fraction thereof from the date of delinquency until paid. The city shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees. Any charge due under this section which shall not be paid may be recovered at law by the municipality.

(e) Mandatory statement. To the extent that state law, T.C.A. § 68-221-1112, requires it, each bill that shall contain stormwater user fees shall also contain the following statement in bold font: **"THIS FEE HAS BEEN MANDATED BY CONGRESS"**. The stormwater user fee is not a tax but a utility service charge.

SECTION THREE. This ordinance shall become effective fifteen days after its passage, the health, safety, and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading: _____

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

SETTLEMENT AGREEMENT AND RELEASE

This Agreement (the “Agreement”) is made by and between the City of Belle Meade, Tennessee (“City”) and the Belle Meade Mansion, a Tennessee not-for-profit corporation (hereinafter referred to as the “Historic Site”).

WHEREAS, in May of 2022, the City discovered that during the previous three (3) years the Historic Site had constructed, improved, and occupied certain buildings or spaces on the Historic Site’s property without obtaining the required building or zoning permits from the City, the Metropolitan Government of Nashville and Davidson County (“Metro”), or the State of Tennessee Fire Marshall (“State”); and

WHEREAS, by letter of May 30, 2022, (Exhibit 1, attached) the City placed the Historic Site on notice of these violations and, after meeting with Executive Director, ordered that the following spaces or venues be closed (or no certificates of occupancy issued) until further notice, and reopened only upon the Historic Site’s undertaking the necessary inspections and remedial action by licensed professionals to assure that these spaces were properly constructed and safe for occupation and use by the general public and that all permit fees were paid according to the City’s ordinances and rules:

1. Fox Run Café
2. The covered pavilion adjacent to Fox Run Café.
3. Coop and Scoop Ice Cream and Fudge Shop.
4. Rochford Loft for Culinary Arts, including the Loft Shop, above the Horse Carriage and Stable (“Carriage House”).
5. Covered Outdoor Pavilion by Winery.
6. The Ice House.
7. Space in the Stable Loft across from the Rochford Loft.

(Hereinafter “the Venues”).

WHEREAS, the City also directed the Historic Site to appear before the City Board of Zoning Appeals to obtain approval of the use of each Venue according to the requirements of the Zoning Code, Sections 14-202 (2)(c) and Appendix C of said Zoning Code (Exhibit 2, attached) and to obtain approval by the Board of Commissioners of all on-site activities, and to pay all required fees connected with such review;

WHEREAS, since the date of the notice of infractions described above, the Historic Site, at its own expense, has engaged the following licensed and certified professionals and trades to inspect, recommend and complete the necessary work to

assure that the construction of the Venues was done in compliance with all building and life safety codes, all of whose reports and opinions are attached hereto:

Collective Exhibit 3	Evaluation Reports of Engineered Solutions dated August 25, 2022;
Exhibit 4	Report of Municipal Inspection Partners dated August 11, 2022;
Exhibit 5	Report of Koorsan Fire and Security dated August 13, 2022;
Exhibit 6	Compliance Report of Powell Architects dated April 18, 2023;

WHEREAS, the State has likewise inspected the completed electrical work on the Venues and has issued an inspection report (Exhibit 7) which has now been complied with in all respects;

WHEREAS, the City Building Official has performed a final inspection of all Venues and based upon all of the above has issued building permits and certificates of occupancy for all Venues (Fox Run Café and the adjacent Pavilion are being treated as one Venue) except number 7, above, which has been closed off and will be required to submit new plans acceptable to the City before any work may continue;

WHEREAS, on August 17, 2022, the Historic Site also appeared before the Board of Commissioners and obtained its annual approval of activities and events to be conducted at the site;

WHEREAS, on October 18, 2022, the Historic Site appeared before the Board of Zoning Appeals, after paying the required application fee, and obtained the necessary special exception or conditional use permits respecting the Venues; and

WHEREAS, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Recitations Adopted.

The parties adopt the above recitations as true.

2. Retroactive Payment of Full Building Permit Fees. The Historic Site has paid the sum of \$11,056.00 in full settlement of the building permit fees that were due to be paid on the Venues based on the fair market value of the improvements in question, pursuant to the Belle Meade Municipal Code and Resolution 2021-05 of the City of Belle Meade.

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3. **Civil Penalties.** The Historic Site shall pay \$30,000 in civil penalties to the City in full and final settlement of any claims the City has or might have had for the Historic Site's failure to obtain building permits and/or failure to obtain zoning approvals prior to using the Venues.

4. **Agreement Limited to Violations Related to Failure to Obtain Building and Zoning Permits for the Venues.** The Historic Site agrees and understands that this settlement pertains only to the violations resulting from its failure to obtain required building or zoning permits for the Venues. **The City is in no way waiving or limiting its right to enforce any code or ordinance of the City with respect to any other current or future codes violation by the Historic Site.**

5. **Release.** The Historic Site hereby irrevocably and unconditionally releases and holds harmless the City, its officers, directors, attorneys, agents, experts (including, but not limited to the City's consulting architect Clay F. Hickerson, and Clay F. Hickerson, LLC) employees, insurers, predecessors and successors in interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, injuries, losses, including death, damages, costs, expenses and compensation of any nature whatsoever which by reason of any matter, cause, fact, thing, act or omission whatsoever may arise directly or indirectly out of the circumstances giving rise to this Settlement Agreement. The City does not waive claims that may exist now or arise in the future that are unrelated to the subject matter of this controversy.

6. **Full Authority.** The signatories to this Agreement who sign on behalf of another hereby warrant that they have the full authority to sign on behalf of that person or entity.

7. **Tennessee Law Governs.** This Agreement is executed and delivered within the State of Tennessee, and all rights, duties and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements.

8. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. For purposes of signing this Agreement, a fax signature will be deemed equivalent to an original signature. Thereafter, the Parties to this Agreement shall exchange original signed counterparts. This Agreement shall be binding upon the parties only after both parties have signed.

9. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

IN WITNESS WHEREOF, we have set our hand and seal as of this day and year first above written.

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FOR THE CITY OF BELLE MEADE

MAYOR

CITY RECORDER

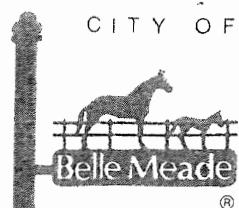
Date: June 21, 2023

FOR BELLE MEADE MANSION

Date: June 21, 2023

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26593009v1

FB940321 / PEP 7179



CITY OF

Belle Meade TENNESSEE

May 30, 2022

**HAND-DELIVERY
NOTICE OF VIOLATIONS**

Mr. Alton Kelley
Executive Director
Belle Meade Historic Site
5025 Harding Pike
Nashville, TN 37205

RE: Zoning and Codes Violations at Belle Meade Historic Site

Dear Mr. Kelley:

I am sending you this notice in my capacity as City Manager of the City of Belle Meade ("City") concerning what appear to be numerous violations of the Belle Meade City Code ("Building Code") and Belle Meade Zoning Ordinance ("Zoning Ordinance") at the Belle Meade Historic Site ("Historic Site").

**BUILDING CODE--FAILURE TO OBTAIN BUILDING PERMITS FROM THE CITY OR
MECHANICAL (PLUMBING, ELECTRICAL) PERMITS FROM METRO FOR
SIGNIFICANT CONSTRUCTION PROJECTS.**

The City has no record showing that the Historic Site or its contractors have obtained building or mechanical permits for the following construction or improvements:

1. Fox Run Café and covered pavilion next door. This construction was recently completed. The Building Official has notified you that a certificate of occupancy will not be issued for this space until further notice.
2. Coop and Scoop Ice Cream and Fudge Shop.
3. Rochford Loft for Culinary Arts, including the Loft Shop.

21182251y1
4705 HARDING ROAD • NASHVILLE, TENNESSEE 37205 • 615/297-6041 • FAX 615/297-0255

Exhibit 1

May 30, 2022

Page 2

4. Covered Outdoor Pavilion by Winery.
5. Reconstruction of the Ice House.
6. New construction of additional space in the Stable Loft across from the Rochford Loft. The Building Official has recently issued a stop work order for any further work on this space.

To the best of our information, there have been no permits issued or interim or final inspections of the plumbing, HVAC, and electrical systems by the Metropolitan Nashville Codes Department ("Metro Codes"), which inspections are necessary for the health, safety, and welfare of the occupants from fire, improper venting, sewer contamination, and electrical shock, among other things.

ZONING ORDINANCE

Under the City's Zoning Ordinance, construction or alteration of buildings of the Historic Site requires approval of the Board of Zoning Appeals ("BZA") as a conditional or special exception use. New activities at the Historic Site also require approval of the Board of Commissioners ("Commission"). *See* Section 14-202 (2)(c) of the Zoning Ordinance (attached). None of the above listed items have come before the BZA or the Commission, although there has been a recent request with respect to Item 6.

POTENTIAL RESOLUTION

Within ten (10) days of your receipt of this letter, please make plans to meet with me at City Hall, or other place agreed upon, for the purpose of giving the Historic Site's response to these allegations. If you have documentation concerning any of these matters, please bring it with you to that meeting. Unless the City receives a very convincing explanation from you that these violations did not occur, it is considering requiring, at a minimum:

1. Retroactive application for issuance of building permits for all construction, with payment of the required fees;
2. Retroactive submission for approval of all construction and activity to both the BZA and Commission and payment of all fees in connection with those processes;
3. Inspection of all construction by an independent inspector engaged by the City, but at the expense of the Historic Site;
4. Cessation of any ongoing construction until the necessary permits are issued by both the City and Metro Codes;
5. The payment of civil penalties in an amount to be determined.

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If any construction and activity is not approved by both the BZA and Commission, then that use will immediately be ordered to cease. If any building is found to be improperly constructed or unsafe, it will have to be closed until any defects or problems are corrected.

The City cannot bind the actions of Metro Codes Department, of course, which has been made aware of these problems and is in communication with the City. Whatever remedial action Metro takes will be its own decision.

If I do not receive a response to this letter within ten (10) days, the City will take immediate action to close off access to all of the unpermitted spaces to the general public and will further notify Metro Codes and Nashville Electrical Service and request that utility service be discontinued.

Sincerely,

A handwritten signature in black ink that reads "Beth Reardon". The signature is fluid and cursive, with the first name "Beth" and last name "Reardon" clearly distinguishable.

Beth Reardon
City Manager

Cc: Rusty Moore, Mayor
Douglas Berry, City Attorney

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14-50

Appendix C

Historic Home or Site

Historic home or site. An historic home or site shall be designated as such by this Appendix C or amendment thereto. It shall be open to the public and owned and operated by a public or private non profit entity. By this Appendix C, Belle Meade Plantation, located on Harding Road at Leake Avenue, is designated such a home or site.

(1) From and after designation as such, no historic home or site may expand its land area except by amendment to this Appendix C.

(2) Construction and alteration of buildings: No addition to any building or structure on the historic site may be altered or added to, and no new building or structure shall be constructed, without approval by the board of zoning appeals as to its purpose and location, and a finding that it is architecturally compatible with the original buildings or structure on this site. Applications for approval of such new buildings or structure must be accompanied by plans prepared by a registered architect.

(3) Signage: No signs advertising the availability of any such items, including food and beverages, shall be located on the grounds or on the exterior of any of the buildings on the site, other than:

(a) Identifying signs located on individual buildings; and

(b) The historic site sign at the entrance to the property, the size, style and content of each of which shall be subject to the approval of the board of zoning appeals.

(4) Activities:

(a) Prior to the commencement of any activity, a historic home or site shall request a permit for activities to be conducted on the site during the course of the following twelve month period.

(b) The permit shall be reviewed and resolved by the commissioners at the next scheduled meeting of the board of commissioners for which there has been provided timely notice of the review of the permit.

(c) In reviewing the request for permit, is anticipated that the following activities fall within the approved uses of a historic home or site:

(i) Sales of customary gift shop items;

(ii) Sale of food and beverages including the operation of a restaurant facility subject to review and approval of terms and conditions imposed by the board of commissioners in connection with the issuance of a permit for such operations;

(iii) As many as three (3) special "fair or "festival" type fund raising events, sponsored by the site, may be held annually at which food, beverages and merchandise may be sold. Such

Exhibit 2

14-51

events may be held outdoors if desired, with signs on the premises advertising them. Such events may be of no more than three (3) days duration each. For such events, the historic home or site shall provide parking for those attending the event and shall post "no parking" signs on all neighboring streets within the City of Belle Meade;

(iv) Each such historic home or site may rent its premises from time to time for private party social occasions, wedding receptions, concerts, fund raisers for non profit entities or other like events at which food and beverages may be served, and merchandise may be sold, but at which no commercial activities shall be conducted. The sponsors or hosts of all such events shall provide parking for those attending the event and, if requested by police department of the city, shall post "no parking" signs on all neighboring streets within the city.

(e) The historic home or site shall be subject to all ordinances dealing with sound emissions and other police power functions of the City of Belle Meade, and it shall be responsible for any violations thereof occurring on its premises.

(f) The historic home or site shall provide off street parking for all vehicles bringing visitors to the historic home or site and its amenities, including tour buses.

(Ord. #75-6, § 2, as amended by Ords. #79-1, 84-3, 85-1, and 87-1, § 2, and modified. 1987 Code, § 11-202(7), amended by Ords. #88-1, 90-1, §§ 1 and 2, 91-3, § 1; Ord. #93-6, § 1, July 1993, and Ord. #92-8, § 1, April 1994, and replaced by Ord. #2006-6, Feb. 2007, and Ord. #2007-7, Sept. 2007)

14-52

APPLICATION FOR ACTIVITY PERMIT
IN ACCORDANCE WITH TITLE 14, CHAPTER 2, APPENDIX C

Applicant _____ (a designated historic home or site in accordance with Appendix C, _____) hereby applies for a permit to conduct the following activities on Applicant's property for the period of _____ through _____:

A. Hours of Operation for Access to Applicant's Home or Site:

B. Hours of Operation for any amenities provided on site:

Gift Shop Hours of Operation:

Restaurant:

Name:

Hours of Operation:

C. Scheduled Activities:

1. Name of Activity:

a. Dates of activities:

b. Hours of Operation:

c. Planned activities:

2. Name of Activity:

a. Dates of activities:

b. Hours of Operation:

c. Planned activities:

3. Name of Activity:

a. Dates of activities:

b. Hours of Operation:

c. Planned activities:

D. Other activities:

1.

Conditions of Grant of Permit:

Applicant is solely responsible for all permits and licenses required to conduct the activities on its premises, and shall at all times assure compliance with all laws, federal, state and otherwise, that govern the conduct of activities on the premises. Applicant agrees to indemnify and hold harmless the City of Belle Meade from any and all liability of any nature and kind whatsoever arising as a result of the use of the Applicant's property and the activities conducted thereon.

ENGINEERED SOLUTIONS
1928 TINNIN ROAD
GOODLETTSVILLE, TENNESSEE 37072
PHONE (615) 945-9119 • FAX (615) 859-9177

EVALUATION REPORT – FOXRUN CAFE

PROJECT: New Structure – Fox Run Cafe – Belle Meade Plantation
LOCATION: 5025 Harding Pike / Nashville, Tennessee
PROJECT NO.: 222367

DATE: 8/25/2022

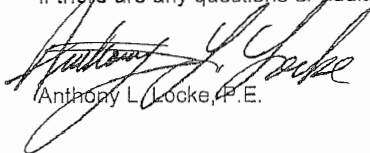
An engineering observation evaluation has been performed to review the recently completed structure located at the above referenced location.

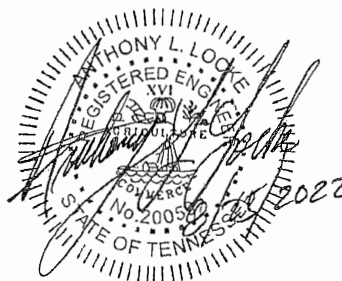
The main propose of this review was to determine the overall soundness of this structure. This structure was completed with heavy-timber type of wood construction. The framing for this structure consists of wood post and beam framing system with steel bracket connection. The roof is a plank decking and shingles roofing. The foundations for this structure consist of slab-on-grade with monolithic turndowns and the perimeter edges and load-point locations.

The structure was reviewed to be properly constructed with good workmanship. The framing member sizes and overall bracing was determined to be correct for all code loading conditions.

Based on my experience, and to the best of my knowledge, the completed construction for the project, meets performance requirements for the 2018 IBC applicable building code.

If there are any questions or additional information required, please feel free to call.


Anthony L. Locke, P.E.



Engineered Solutions
945-9119

1928 Tinnin Road

Goodlettsville, Tennessee 37072

Collective
Exhibit 3

August 25, 2022

Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee 37205

STRUCTURAL EVALUATION OF BUILDING

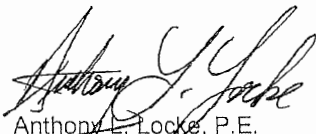
New Structure – Fox Run Cafe
Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee
Project #222367

INVOICE

Structural services for site observation and structural review letter for the above referenced project.

Observation and letter	\$500.00
------------------------	----------

Due now	8/25/2022	\$500.00
---------	-----------	----------


Anthony L. Locke, P.E.

Send Payment to:
Anthony L. Locke
1928 Tinnin Road
Goodlettsville, TN 37072

Engineered Solutions
945-9119

1928 Tinnin Road

Goodlettsville, Tennessee 37072

ENGINEERED SOLUTIONS
1928 TINNIN ROAD
GOODLETTSVILLE, TENNESSEE 37072
PHONE (615) 945-9119 • FAX (615) 859-9177

EVALUATION REPORT – ICE HOUSE

PROJECT: Ice House Structure – Belle Meade Plantation
LOCATION: 5025 Harding Pike / Nashville, Tennessee
PROJECT NO.: 222370

DATE: 8/25/2022

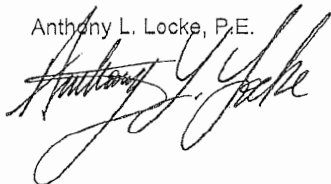
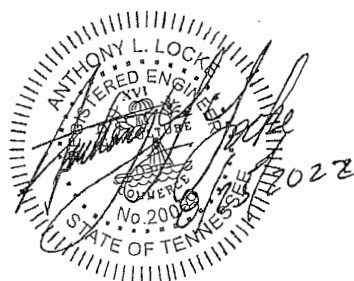
An engineering observation evaluation has been performed to review the ice house structure located at the above referenced location. This is a replacement structure built about five to six years ago. It was built in an area that had been researched to be in a location of what would have been the original ice house for the plantation. It was built from the ground up as a stacked stone dome that would have been similar of the original structure. It is currently used as a wine tasting building.

The main propose of this review was to determine the overall soundness of this structure. When this structure was being rebuilt a site review of the construction was completed. Poured concrete footings were place and the main structure was built with solid stone exterior wall. The roof and connect entry were built with heavy-timber type of wood construction. The overall construction of this building was completed with good workmanship. The framing member sizes and configuration was determined to be properly built to support all code loading conditions.

Based on my experience, and to the best of my knowledge, the completed construction for the project, meets performance requirements for the 2018 IBC applicable building code.

If there are any questions or additional information required, please feel free to call.

Anthony L. Locke, P.E.

Engineered Solutions
945-9119

1928 Tinnin Road

Goodlettsville, Tennessee 37072

August 25, 2022

Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee 37205

STRUCTURAL EVALUATION OF BUILDING

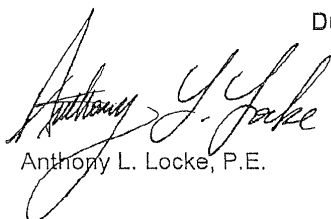
Ice House Structure
Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee
Project #222370

INVOICE

Structural services for site observation and structural review letter for the above referenced project.

Observation and letter	\$500.00
------------------------	----------

Due now	8/25/2022	\$500.00
---------	-----------	----------


Anthony L. Locke, P.E.

Send Payment to:
Anthony L. Locke
1928 Tinnin Road
Goodlettsville, TN 37072

Engineered Solutions
945-9119

1928 Tinnin Road

Goodlettsville, Tennessee 37072

ENGINEERED SOLUTIONS
1928 TINNIN ROAD
GOODLETTSVILLE, TENNESSEE 37072
PHONE (615) 945-9119 • FAX (615) 859-9177

EVALUATION REPORT – PAVILLION

PROJECT: New Structure – Pavilion (next to Fox Run Café) – Belle Meade Plantation
LOCATION: 5025 Harding Pike / Nashville, Tennessee
PROJECT NO.: 222368

DATE: 8/26/2022

An engineering observation evaluation has been performed to review the recently completed structure located at the above referenced location.

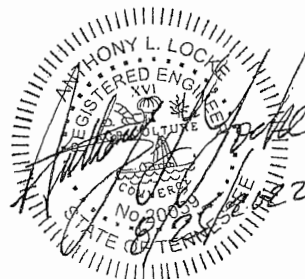
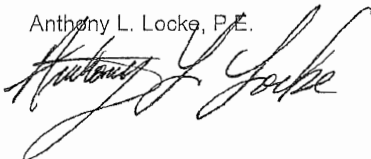
The main propose of this review was to determine the overall soundness of this structure. This structure was completed with heavy-timber type of wood construction and is a open-air with a rear solid wall. The framing for this structure consists of wood post and beam framing system with steel bracket connection. The roof is a plank decking and shingles roofing. The foundations for this structure consist of slab-on-grade with monolithic turndowns and the perimeter edges and load-point locations.

The structure was reviewed to be properly constructed with good workmanship. The framing member sizes and overall bracing was determined to be correct for all code loading conditions.

Based on my experience, and to the best of my knowledge, the completed construction for the project, meets performance requirements for the 2018 IBC applicable building code.

If there are any questions or additional information required, please feel free to call.

Anthony L. Locke, P.E.



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1928 Tinnin Road

Goodlettsville, Tennessee 37072

August 25, 2022

Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee 37205

STRUCTURAL EVALUATION OF BUILDING

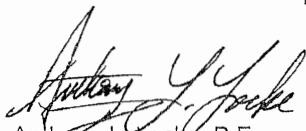
New Structure – Pavilion (next to Fox Run Café)
Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee
Project #222368

INVOICE

Structural services for site observation and structural review letter for the above referenced project.

Observation and letter	\$500.00
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Due now	8/25/2022	\$500.00
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Anthony L. Locke, P.E.

Send Payment to:
Anthony L. Locke
1928 Tinnin Road
Goodlettsville, TN 37072

Engineered Solutions
945-9119

1928 Tinnin Road

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EVALUATION REPORT- LOFT INFILL IN HORSE STABLE & CARRIAGE BUILDING

PROJECT: Loft - Horse Stable & Carriage Barn – Belle Meade Plantation
LOCATION: 5025 Harding Pike / Nashville, Tennessee
PROJECT NO.: 222372

DATE: 8/25/2022

Several engineering observations were performed to review the existing condition of the above referenced structure for the use of creating the loft to the upper floor for public access use. These reviewed started in 2013 when a first walk-thru review of the upper level of the barn was reviewed. Follow-up work was completed as the reinforcement work was completed for this project. The reinforcement included several of the original lower level support stall columns were replaced and concrete foundations installed for the new columns. This work required shoring and stabilization of the upper level and roof to allow for these lower columns to be restored.

The existing building consists of two-story structure with a high upper floor clearance to the gambrel profile roof. It is understood that the structure was built approximately one hundred and fifty years ago, built as the main carriage and working horse barn. The framing for the structure consists of wood framing, wood lap siding exterior and slate roof shingles.

The current use of the building includes the lower level (ground floor) as part storage and part exhibit display. The upper level is virtually unused with only a small area of light isolated stored materials and air handling units for the lower floor heat and air system.

The upper floor level was originally built for hay storage and would most likely have the overall strength capacity to carry a basic light-storage load of 125 pounds per square foot; but the current condition and age of the structure required reinforcement to the framing to insure adequate capacity and use. The use of this area for the required safe loading for light-storage and public use required removal of the floor decking to observe the framing to allow discovery review of the members in each area to insure the condition and evaluate the strength of the framing. This scope of work was accomplished during several site observations to insure the proper load-paths of the original existing structure remained sound during each step of reinforcing.

The roof framing was originally built with timber wood trusses with long rough-sawn timber members. Several of the framing members of the trusses revealed prying of the nailed connections and a few truss members appeared to have cracked and/or broken sections. The recommended first scope for this building was completed and basic restoration evaluation of the overall building structure, starting with the exposed roof truss framing. Repair of pried connections, added sister framing to the damaged members and added strategic placed brace reinforcement of the long span members were installed to add redundant framing. This restoration reinforcement, starting at the roof framing, created a system approach to allow the buildings overall planned future use and insure a consolidated review of the buildings current structural stability.

Once the roof and lower support columns were secured the loft (upper floor) framing was exposed and each member was sister/scabbed with new framing and added diaphragm plywood flooring was instated to insure an added overall stiffness for the upper floor. This not only allowed the upgrade to insure that the proper load capacity was achieved for the planned public use of the area, but added redundancy for the lateral stiffness of the building. A few isolated support brace cables were installed at the center of the

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LOFT INFILL IN HORSE STABLE & CARRIAGE BUILDING REPORT

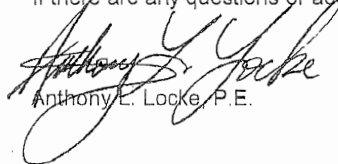
Page 2

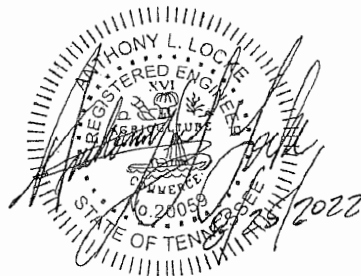
building where it ties into the connector bridge to restore some of the stability that had been loss over years of the buildings use. Added bracing was built where the new added two floor offices were installed above the loft center section of the building. This center section of the original structure had been built with a large section of the second floor loft to be removed to allow for hay wagons to be driven into the center of the barn and then be hoisted up into the center of the upper floor. This original use had placed some strain on this section of the structure and the reinforcements and added framing for the center restored that section of the structure.

The structure was reviewed during several stages of the construction and building of this loft. The framing and reinforcements was constructed with good workmanship. The framing member sizes and overall bracing was determined to be correct and insured the proper load-path supports for all code loading conditions.

Based on my experience, and to the best of my knowledge, the completed construction for the project, meets performance requirements for the 2018 IBC applicable building code.

If there are any questions or additional information required, please feel free to call.


Anthony L. Locke, P.E.



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1928 Tinnin Road

Goodlettsville, Tennessee 37072

August 25, 2022

Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee 37205

STRUCTURAL EVALUATION OF BUILDING

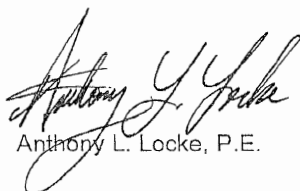
Loft - Horse Stable & Carriage Barn
Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee
Project #222372

INVOICE

Structural services for site observation and structural review letter for the above referenced project.

Observation and letter	\$850.00
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Due now	8/25/2022	\$850.00
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PHONE (615) 945-9119 • FAX (615) 859-9177

EVALUATION REPORT – WINE GARDEN STRUCTURE

PROJECT: Wine Garden - Belle Meade Plantation
LOCATION: 5025 Harding Pike / Nashville, Tennessee
PROJECT NO.: 222369

DATE: 8/25/2022

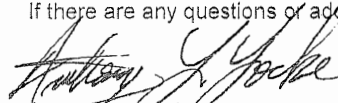
An engineering observation evaluation has been performed to review the existing open-air structure located at the above referenced location. This structure is located behind Gift Shop building and consists of two structures that were built at separate times and joined together to create a continuous covered area.

The main propose of this review was to determine the overall soundness of this structure. This structure was completed with steel framing and roof panel system. The column foundations are poured concrete bases some with wrapped stone. Additionally stone base walls are attached to several of the columns creating a perimeter short wall enclosure. The roof panels appeared to be anchored to the steel and the steel framing soundly secured to the columns. The foundations for this structure consist of slab-on-grade with monolithic turndowns and the perimeter edges and load-point locations.

The framing member sizes and overall bracing was determined to be correct for all code loading conditions and overall the structure was properly guttered and attached to adjoining building with proper watertight runoff control.

Based on my experience, and to the best of my knowledge, the completed construction for the project, meets performance requirements for the 2018 IBC applicable building code.

If there are any questions or additional information required, please feel free to call.


Anthony L. Locke, P.E.



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1928 Tinnin Road

Goodlettsville, Tennessee 37072

August 25, 2022

Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee 37205

STRUCTURAL EVALUATION OF BUILDING

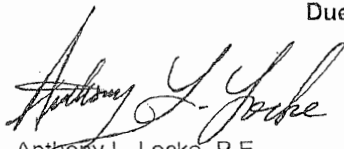
Wine Garden
Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee
Project #222369

INVOICE

Structural services for site observation and structural review letter for the above referenced project.

Observation and letter	\$500.00
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Due now	8/25/2022	\$500.00
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PHONE (615) 945-9119 • FAX (615) 859-9177

EVALUATION REPORT – COOP-N-SCOOP – ICE CREAM BUILDING

PROJECT: Coop-n-Scoop Ice Cream Building -- Belle Meade Plantation
LOCATION: 5025 Harding Pike / Nashville, Tennessee
PROJECT NO.: 222371

DATE: 8/25/2022

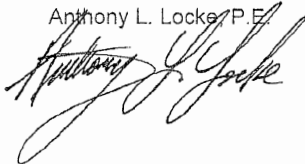
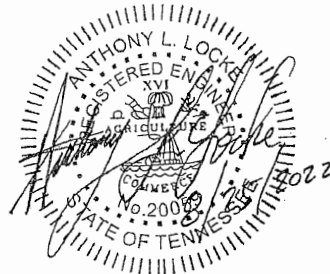
An engineering observation evaluation has been performed to review the building used as the ice cream building. This structure is over 100 years old (dating possible 1880's) and is thought to be originally used as a chicken coop. The structure was originally built with wood post "pole-barn" type construction. This structure was complexly reinforced approximately ten years ago. Much of the original wood framing elements were utilized in the reinforcements. New additional posts were installed where required and most of the roofs framing rafters were sistered with new sound framing members.

The main propose of this review was to determine the overall soundness of this structure. The overall reinforcement and reconstruction of this building was completed with good workmanship. The framing member sizes and configuration was determined to be properly built to support all code loading conditions.

Based on my experience, and to the best of my knowledge, the completed construction for the project, meets performance requirements for the 2018 IBC applicable building code.

If there are any questions or additional information required, please feel free to call.

Anthony L. Locke, P.E.

Engineered Solutions
945-9119

1928 Tinnin Road

Goodlettsville, Tennessee 37072

August 25, 2022

Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee 37205

STRUCTURAL EVALUATION OF BUILDING

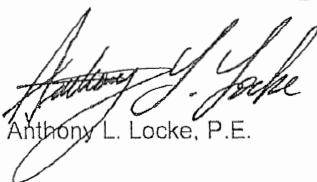
Coop-n-Scoop Ice Cream Building
Belle Meade Plantation
5025 Harding Pike
Nashville, Tennessee
Project #222371

INVOICE

Structural services for site observation and structural review letter for the above referenced project.

Observation and letter	\$500.00
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Due now	8/25/2022	\$500.00
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Anthony L. Locke, P.E.

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Goodlettsville, TN 37072

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945-9119

1928 Tinnin Road

Goodlettsville, Tennessee 37072



Akers Advisory Group dba
City Wide Facility Solutions of Nashville
2211 Crestmoor Road Suite 201
Nashville, TN 37215
www.gocitywide.com

To Whom It May Concern,

City Wide Facility Solutions has recently been contracted for electrical work on the property of Belle Meade Mansion. Each building listed below was thoroughly looked at and alterations made and documented per this letter are now up to code as of 8/25/22

- Sixty-six arc fault breakers have been installed throughout the areas of interest
 - Coop
 - Kennel
 - Wine Garden
 - Ice House
 - Loft Kitchen
 - Upstairs Loft
- Weatherproof covers have been installed in areas that are deemed wet or damp locations thought the property.
 - Dog Run
 - Wine Garden
- Several four-square boxes that have devices installed in them have been corrected with industrial raised covers.
 - Wine Garden
 - Loft Upstairs Utility Closet
- Cover plates have been installed where necessary and a filler switch plate was added where an unused dummy switch was taking space in a double gang switch box.
 - Ice House

Exhibit 5



Akers Advisory Group dba
City Wide Facility Solutions of Nashville
2211 Crestmoor Road Suite 201
Nashville, TN 37215
www.gocitywide.com

- Loose wiring was secured and brought into 4 square boxes and secured.
 - Loft Upstairs Utility Closet

If you have any further questions about any work that was complete, please feel free to reach to me directly.

Jena Salb
Jsalb@gocitywide.com
615-946-1197



Municipal
Inspection Partners
Review-Enforce-Inspect

Municipal Inspection Partners

810 Oak Meadow Drive
Suite #681411
Franklin, Tennessee 37064
615-716-8111
www.mipnashville.com
apieri@mipnashville.com

August 11, 2022

Alton Kelley
Belle Meade Mansion
110 Leake Ave.
Nashville, TN 37205

RE: Code Compliance Inspection – Belle Meade Plantation

Mr. Kelley,

At your request, I conducted a Fire Code Compliance inspection of multiple buildings at the address listed above. The purpose of the inspection was to determine if structures built and or renovated met or exceeded the requirements of the 2018 International Fire Code. The following is a list of observations with regard to the structures in question: Relevant code sections addressing observations are listed in Appendix A. Also, note specific requirements in Appendix A for group A (Assembly) occupancies.

Note: We discussed emergency evacuation and active shooter planning as it is required in the International Fire Code. I have included references to the relevant code sections in this letter. It is recommended that you review your procedures and update your emergency plans to include these structures.

Overall Site Observations

1. No emergency plans provided for the location (IFC Chapter 4)
2. It is recommended that the Belle Meade Facility have an Active Shooter Plan. Please contact Metro PD and/or EMA.
3. Emergency lighting should be provided to illuminate exit discharge areas throughout public gathering areas.
4. The electrical system in new works areas shall be evaluated for code compliance.

Exhibit 4

Ice House

1. Provide an occupant load sign showing the maximum amount of guests permitted in this space. This calculation is 1 person for every 15 square feet.
2. Provide (1) exit light with battery back-up at either the front or rear door.
3. Provide emergency lighting with battery back-up
4. Exposed electrical box in kitchen/prep area
5. Fire extinguisher needs to be mounted.
6. Remove multiple locking mechanisms on front and rear door
7. No exit discharge lighting (exterior of the structure)

Belle Meade Spirits

8. Provide exterior means of egress lighting with battery back-up.
9. Provide emergency lighting (with battery back-up in the men's and women's restrooms.

Kitchen/Serving area with shelter

10. Secure carbon dioxide (CO2) vessel to the wall.
11. Mount fire extinguisher

Chicken Coop

12. Mount fire extinguisher

Historic Barn

13. Provide documentation for annual elevator testing. If the elevator certificate is not in the elevator, it should be available on-site.
14. Provide an occupant load sign showing the maximum number of guests permitted in this space (2nd floor tasting room). This calculation is 1 person for every 15 square feet. Per discussion with staff, this space will be limited to 50 persons.
15. Door to Emergency escape stairs (back of room) must open in the direction of exit discharge. However, the door cannot open over the stairs. The door must be reversed to comply with code and shall also be recessed more into the room to create a 36" landing on the stair side of the door.
16. Fire exit stair doors need to have a self-closing device. Doors must also latch in the closed position.

17. Provide emergency lighting in the kitchen prep area.
18. Mount fire extinguishers.
19. Fire sprinkler room on first floor cannot contain any storage. All equipment and storage must be removed.
20. Door to fire sprinkler riser room shall be labeled as fire department equipment room.
21. If the barn has multiple electrical panels, all panels shall be labeled to indicate the proper circuits.
22. Panels in series shall be labeled (example...1 of 3, 2 of 3, 3 of 3)

Overall Impression: The fire inspection only addressed life safety concerns. The inspection did not include building code compliance (construction, electrical, mechanical, or plumbing code).

Disclaimer:

This site inspection was performed by Municipal Inspection Partners on behalf of the client identified above. Every effort has been made to confirm that the structure meets fire codes adopted by the City of Nashville/Belle Meade, Tennessee. However, failure to identify a code deficiency during the inspection does not alleviate any obligation to comply with all applicable code provisions. If you have any questions concerning items in this inspection, please contact me.

Sincerely,



Andrew Pieri – BS, CBO, CFM, AHO
Tennessee Licensed Inspector
Municipal Inspection Partners

Appendix A – 2018 Fire Code References

CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS

403.2 Group A occupancies. An *approved* fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group A *occupancies*,

403.12.1 Fire watch personnel. Where, in the opinion of the *fire code official*, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest or activity, the *owner*, agent or lessee shall provide one or more fire watch personnel, as required and *approved*.

403.12.2 Public safety plan for gatherings. Where the *fire code official* determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the *fire code official* shall have the authority to order the development of or prescribe a public safety plan that provides an *approved* level of public safety and addresses the following items:

1. Emergency vehicle ingress and egress.
2. Fire protection.
3. Emergency egress or escape routes.
4. Emergency medical services.
5. Public assembly areas.
6. The directing of both attendees and vehicles, including the parking of vehicles.
7. Vendor and food concession distribution.
8. The need for the presence of law enforcement.
9. The need for fire and emergency medical services personnel.
10. The need for a weather monitoring person.

404.2.1 Fire evacuation plans. Fire evacuation plans shall include the following:

1. Emergency egress or escape routes and whether evacuation of the building is to be complete by selected floors or areas only or with a defend-in place response.
2. Procedures for employees who must remain to operate critical equipment before evacuating.
3. Procedures for the use of elevators to evacuate the building where occupant evacuation elevators complying with Section 3008 of the *International Building Code* are provided.

4. Procedures for assisted rescue for persons unable to use the general means of egress unassisted.
5. Procedures for accounting for employees and occupants after evacuation has been completed.
6. Identification and assignment of personnel responsible for rescue or emergency medical aid.
7. The preferred and any alternative means of notifying occupants of a fire or emergency.
8. The preferred and any alternative means of reporting fires and other emergencies to the fire department or designated emergency response organization.
9. Identification and assignment of personnel who can be contacted for further information or explanation of duties under the plan.
10. A description of the emergency voice/alarm communication system alert tone and preprogrammed voice messages, where provided.

404.2.2 Fire safety plans. Fire safety plans shall include the following:

1. The procedure for reporting a fire or other emergency.
2. The procedure for reporting a fire or other emergency.
The life safety strategy including the following:
 - 2.1. Procedures for notifying occupants, including areas with a private mode alarm system.
 - 2.2. Procedures for occupants under a defend-in place response.
 - 2.3. Procedures for evacuating occupants, including those who need evacuation assistance.
5. Site plans indicating the following:
 - 3.1. The occupancy assembly point.
 - 3.2. The locations of fire hydrants.
 - 3.3. The normal routes of fire department vehicle access.
4. Floor plans identifying the locations of the following:
 - 4.1. Exits.
 - 4.2. Primary evacuation routes.
 - 4.3. Secondary evacuation routes.
 - 4.4. Accessible egress routes.
 - 4.4.1. Areas of refuge.
 - 4.4.2. Exterior areas for assisted rescue.
 - 4.5. Refuge areas associated with *smoke barriers* and *horizontal exits*.
 - 4.6. Manual fire alarm boxes.
 - 4.7. Portable fire extinguishers.
 - 4.8. Occupant-use hose stations.
 - 4.9. Fire alarm annunciators and controls.
5. A list of major fire hazards associated with the normal use and occupancy of the premises, including maintenance and housekeeping procedures.

6. Identification and assignment of personnel responsible for maintenance of systems and equipment installed to prevent or control fires.
7. Identification and assignment of personnel responsible for maintenance, housekeeping and controlling fuel hazard sources.

404.3 Maintenance. Fire safety and evacuation plans shall be reviewed or updated annually or as necessitated by changes in staff assignments, occupancy or the physical arrangement of the building.

404.4 Availability. Fire safety and evacuation plans shall be available in the workplace for reference and review by employees, and copies shall be furnished to the fire code official for review on request.

404.4.1 Distribution. The fire safety and evacuation plans shall be distributed to the tenants and building service employees by the owner or owner's agent. Tenants shall distribute to their employees applicable parts of the fire safety plan affecting the employees' actions in the event of a fire or other emergency.

405.1 General. Emergency evacuation drills complying with Sections 405.2 through 405.9 shall be conducted not less than annually where fire safety and evacuation plans are required by Section 403 or where required by the *fire code official*. Drills shall be designed in cooperation with the local authorities.

406.1 General. Where fire safety and evacuation plans are required by Section 403, employees shall be trained in fire emergency procedures based on plans prepared in accordance with Section 404.

SECTION 509 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS

509.1 Identification. Fire protection equipment shall be identified in an *approved* manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. *Approved* signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible.

509.1.1 Utility identification. Where required by the *fire code official*, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an *approved* manner, readily visible and shall be maintained.

509.2 Equipment access. *Approved* access shall be provided and maintained for all fire protection equipment to permit immediate safe operation and maintenance of such equipment.

Storage, trash and other materials or objects shall not be placed or kept in such a manner that would prevent such equipment from being readily accessible.

SECTION 604 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS

604.1 Abatement of electrical hazards. Identified electrical hazards shall be abated. Wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

604.2 Illumination. Illumination shall be provided for service equipment areas, and electrical panelboards.

604.3 Working space and clearance. A working space of not less than 30 inches (762 mm) in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

604.3.1 Labeling. Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording. The disconnecting means for each service, feeder or branch circuit originating on a switchboard or panelboard shall be legibly and durably marked to indicate its purpose unless such purpose is clearly evident. Where buildings or structures are supplied by more than one power source, markings shall be provided at each service equipment location and at all interconnected electric power production sources identifying all electric power sources at the premises in accordance with NFPA 70.

SECTION 606 ELEVATOR OPERATION MAINTAINANCE AND FIRE SERVICE KEYS

[BE] 606.3 Emergency signs. An *approved* pictorial sign of a standardized design shall be posted adjacent to each elevator call station on all floors instructing occupants to use the exit stairways and not to use the elevators in case of fire. The sign shall read: IN FIRE EMERGENCY, DO NOT USE ELEVATOR. USE EXIT STAIRS.

606.7 Elevator key location. Keys for the elevator car doors and fire-fighter service keys shall be kept in an *approved* location for immediate use by the fire department.

SECTION 705 DOOR AND WINDOW OPENINGS

705.2.2 Signs. Where required by the *fire code official*, a sign shall be permanently displayed on or near each *fire door* in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR—DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR—KEEP CLOSED.

705.2.4 Door operation. Swinging *fire doors* shall close from the full-open position and latch automatically.

SECTION 901 GENERAL

901.4.6 Pump and riser room size. Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and *automatic sprinkler system* riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

901.4.6.1 Access. Automatic sprinkler system risers, fire pumps and controllers shall be provided with ready access. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided that the key is available at all times.

901.4.6.2 Marking on access doors. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch.

901.4.6.3 Environment. Automatic sprinkler system riser rooms and fire pump rooms shall be maintained at a temperature of not less than 40°F. Heating units shall be permanently installed.

901.4.6.4 Lighting. Permanently installed artificial illumination shall be provided in the automatic sprinkler system riser rooms and fire pump rooms.

SECTION 906 PORTABLE FIRE EXTINGUISHERS

906.5 Conspicuous location. Portable fire extinguishers shall be located in conspicuous locations where they will have *ready access* and be immediately available for use. These

locations shall be along normal paths of travel, unless the *fire code official* determines that the hazard posed indicates the need for placement away from normal paths of travel.

906.6 Unobstructed and unobscured. Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers.

906.7 Hangers and brackets. Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely anchored to the mounting surface in accordance with the manufacturer's installation instructions.

906.9.1 Extinguishers weighing 40 pounds or less. Portable fire extinguishers having a gross weight not exceeding 40 pounds shall be installed so that their tops are not more than 5 feet above the floor.

906.9.3 Floor clearance. The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall be not less than 4 inches.

[BE] 1004.5 Areas without fixed seating. The number of unit of area as prescribed in Table 1004.5. For areas without *fixed seating*, the occupant load shall be not less than that number determined by dividing the floor area under consideration by the *occupant load* factor assigned to the function of the space as set forth in Table 1004.5. Where an intended function is not listed in Table 1004.5, the *fire code official* shall establish a function based on a listed function that most nearly resembles the intended function.

Exception: Where *approved* by the *fire code official*, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by calculation, shall be permitted to be used in the determination of the design *occupant load*.

[BE] 1004.7 Outdoor areas. *Yards*, patios, occupied roofs *courts* and similar outdoor areas accessible to and usable by the building occupants shall be provided with *means of egress* as required by this chapter. The *occupant load* of such outdoor areas shall be assigned by the *fire code official* in accordance with the anticipated use. Where outdoor areas are to be used by persons in addition to the occupants of the building, and the path of egress travel from the outdoor areas passes through the building, *means of egress* requirements for the building shall be based on the sum of the *occupant loads* of the building plus the outdoor areas.

[BE] 1004.9 Posting of occupant load. Every room or space that is an assembly occupancy shall have the *occupant load* of the room or space posted in a conspicuous place, near the main *exit* or *exit access* doorway from the room or space, for the intended configurations. Posted signs shall be of an *approved* legible permanent design and shall be maintained by the owner or the owner's authorized agent.

SECTION 1008 MEANS OF EGRESS ILLUMINATION

[BE] 1008.2 Illumination required. The *means of egress* serving a room or space shall be illuminated at all times that the room or space is occupied.

[BE] 1008.2.1 Illumination level under normal power. The *means of egress* illumination level shall be not less than 1 footcandle (11 lux) at the walking surface.

[BE] 1008.2.3 Exit discharge. Illumination shall be provided along the path of travel for the exit discharge from each exit to the public way.

Exception: Illumination shall not be required where the path of the exit discharge meets both of the following requirements:

1. The path of exit discharge is illuminated from the exit to a safe dispersal area complying with Section 1028.5.
2. A dispersal area shall be illuminated to a level not less than 1 footcandle (11 lux) at the walking surface.

[BE] 1008.3 Emergency power for illumination. The power supply for *means of egress* illumination shall normally be provided by the premises' electrical supply.

[BE] 1008.3.1 General. In the event of power supply failure in rooms and spaces that require two or more *means of egress* an emergency electrical system shall automatically illuminate all of the following areas:

1. *Aisles.*
2. *Corridors.*
3. *Exit access stairways and ramps.*

[BE] 1008.3.2 Buildings. In the event of power supply failure, in buildings that require two or more *means of egress*, an emergency electrical system shall automatically illuminate all of the following areas:

1. *Interior exit access stairways and ramps*
2. *Interior and exterior exit stairways and ramps.*
3. *Exit passageways.*

4. Vestibules and areas on the *level of discharge* used for *exit discharge* in accordance with Section 1028.1.
5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the *exit discharge*.

[BE] 1008.3.3 Rooms and spaces. In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms.
2. Fire command centers.
3. Fire pump rooms.
4. Generator rooms.
5. Public restrooms with an area greater than 300 square feet.

SECTION 1010 DOORS, GATES AND TURNSTYLES

[BE] 1010.1.2.1 Direction of swing. Pivot or side hinged swinging doors shall swing in the direction of egress travel where serving a room or area containing an occupant load of 50 or more persons or a Group H occupancy.

[BE] 1010.1.6 Landings at doors. Landings shall have a width not less than the width of the *stairway* or the door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches. Where a landing serves an *occupant load* of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches.

[BE] 1010.1.9 Door operations. Except as specifically permitted by this section, egress doors shall be readily openable from the egress side without the use of a key or special knowledge or effort.

[BE] 1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the *International Building Code* shall not require tight grasping, tight pinching or twisting of the wrist to operate.

[BE] 1010.1.9.2 Hardware height. Door handles, pulls, latches, locks and other operating devices shall be installed 34 inches (864 mm) minimum and 48 inches (1219 mm) maximum above the finished floor. Locks used only for security purposes and not used for normal operation are permitted at any height.

[BE] 1010.1.9.4 Locks and latches. Locks and latches shall be permitted to prevent operation of doors where any of the following exist:

1. Places of detention or restraint.
2. In buildings in occupancy Group A having an *occupant load* of 300 or less, Groups B, F, M and S, and in places of religious worship, the main key-operated locking devices from the egress side provided:
 - 2.1. The locking device is readily distinguishable as locked.
 - 2.2. A readily visible durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. The sign shall be in letters 1 inch (25 mm) high on a contrasting background.
 - 2.3. The use of the key-operated locking device is revokable by the *fire code official* for due cause.

[BE] 1010.1.9.5 **Bolt locks.** Manually operated flush bolts or surface bolts are not permitted.

[BE] 1010.1.9.6 **Unlatching.** The unlatching of any door or leaf shall not require more than one operation.

[BE] 1010.1.9.12 **Stairway doors.** Interior *stairway means of egress* doors shall be openable from both sides without the use of a key or special knowledge or effort.

Exceptions:

1. *Stairway* discharge doors shall be openable from the egress side and shall only be locked from the opposite side.

[BE] 1010.1.10 **Panic and fire exit hardware.** Swinging doors serving a Group H occupancy and swinging doors serving rooms or spaces with an *occupant load* of 50 or more in a Group A or E occupancy shall not be provided with a latch or lock other than *panic hardware* or *fire exit hardware*.

SECTION 1011 STAIRWAYS

[BE] 1011.6 **Stairway landings.** There shall be a floor or landing at the top and bottom of each *stairway*. The width of landings, measured perpendicularly to the direction of travel, shall be not less than the width of *stairways* served. Every landing shall have a minimum depth, measured parallel to the direction of travel, equal to the width of the *stairway* or 48 inches, whichever is less. Doors opening onto a landing shall not reduce the landing to less than one-half the required width. When fully open, the door shall not project more than 7 inches into a landing. Where *wheelchair* spaces are required on the *stairway* landing in accordance with Section 1009.6.3, the *wheelchair* space shall not be located in the required width of the landing and doors shall not swing over the *wheelchair* spaces.

Section 1013 Exit Signs

[BE] 1013.1 Where required. *Exits* and *exit access* doors shall be marked by an *approved* exit sign readily visible from any direction of egress travel. The path of egress travel to *exits* and within *exits* shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the *exit* or the path of egress travel is not immediately visible to the occupants. Intervening *means of egress* doors within *exits* shall be marked by exit signs. Exit sign placement shall be such that any point in an *exit access corridor* or *exit passageway* is within 100 feet (30 480 mm) or the *listed* viewing distance of the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

1. Exit signs are not required in rooms or areas that require only one *exit* or *exit access*.
2. Main exterior *exit* doors or gates that are obviously and clearly identifiable as *exits* need not have *exit* signs where *approved* by the *fire code official*.

Koorsen
FIRE & SECURITY

REMIT TO: Koorsen Fire & Security
2719 N. Arlington Avenue
Indianapolis, IN 46218
1-888-KOORSEN

Please include Invoice # on check

ME

458006 - Stables - Loft

INVOICE NO: IN00177765

Please reference this number with your payment.

Customer PO:	Order No:	Invoice No:	Due Date:
	ST00162264	IN00177765	08/13/2022
Invoice Date:	Terms:	Tax Location:	Amount Due:
07/19/2022	Net 25	TN/Davidson/Nashville	5,790.50

BILLING	Belle Meade Plantation 5025 Harding Pike Nashville, TN 37205
WORKSITE	Belle Meade Plantation 5025 Harding Pike Nashville, TN 37205

Authorized By:	Job Number:	Service Date:	Bill To ID:	Worksite ID:	Technician:
Richard Longfellow	SER0000003921	07/19/2022	1000009497	1000009497	Devin Harris 374138

Qty	Item	Description	Price	Ext Price	Tax
10	39666	1/2 53-111-1-165 TY-L BR UPRIGHT K=5.6 TY3111	0.00	0.00	0.00
4	SVC -TESTI	UL HEAD TESTING	0.00	0.00	0.00
1	SVC-EQUIPM	40' LIFT RENTAL EFI bp21735	0.00	0.00	0.00
1	6300-3YR	Internal Pipe 3-Year (Dry Sys Air Test)	0.00	0.00	0.00
1	4-6300	Proposal # 10JPB Q11021 Internal Pipe	5,790.50	5,790.50	0.00

Thank you! We appreciate your business!

Subtotal	5,790.50
Tax	0.00
Total	5,790.50
Current Amount Due This Invoice	5,790.50

Payment methods are via: ACH, eCheck, CC or Check | A convenience fee of 3% of the invoice amount is charged for payments via CC
Checking Account Information for ACH Payments: Routing #074000010 | Account # 522752218
Please send all Remittances to E-Mail: AcctsRec@Koorsen.com | To pay via CC, go to www.Koorsen.com or call your local Branch
TN Alarm Cert # 000001275

Page 1 of 1

Exhibit 5



Date : 7/19/2022
 Frequency : Service
 Service Ticket No. : ST00162264
 Inspection Contract No. : _____
 PO No. : _____

REPAIR SERVICE TICKET

Property : <u>Belle Meade Plantation</u>	Owner : <u>Belle Meade Plantation</u>
Address : <u>5025 Harding Pike</u>	Address : <u>5025 Harding Pike</u>
City : <u>Nashville</u>	City : <u>Nashville</u>
State : <u>TN</u>	State : <u>TN</u>
Zip : <u>37205</u>	Zip : <u>37205</u>
Phone : <u>6152755818</u>	Phone : <u>6152755818</u>

DEFICIENCIES

None found at time of inspection.

REPAIR SERVICE TICKET

☐ Fire Extinguishers	☐ Restaurant/Dry Chemical	☐ Exit/Emergency Lights	☐ Fire Alarm	☐ Off-Road/Veh
☒ Sprinkler	☐ Security	☐ Clean Agent/Suppression	☐ Other	

If Other, Please list: _____

Number of technicians? 2

Was confined space equipment used?

No

Description of work:

Preformed quoted proposal

At completion of ticket, were any deficiencies present?

No

Koorsen Fire & Security • 698 Myatt Drive • Madison TN 37115
 888-566-7736 • info@koorsen.com

Repair Service Ticket

Page 1 of 2

Service Ticket No. : ST00162264**AGREEMENT**

Please read carefully. We are not an insurer. Our maximum liability is limited to \$250.00. Vendor shall not be responsible for the improper operation of any inspected equipment that, after serviceman has left premises, has been discharged, vandalized, tampered with or damaged. User acknowledges receipt of copy.

This report was reviewed with:

Koorsen Fire & Security.

Print Name : Richard LongfellowTechnician : Devlin Harris

Signature :

Signature :

Date : 7/19/2022Date : 7/19/2022

Koorsen Fire & Security • 698 Myatt Drive • Madison TN 37115
888-566-7736 • info@koorsen.com

Repair Service Ticket

Page 2 of 2



Date : 7/19/2022
 Frequency : Every 3 Years
 Service Ticket No. : ST00162264
 Inspection Contract No. :
 PO No. :

3YR DRY SYSTEM LEAKAGE TEST

Property	: Belle Meade Plantation	Owner	: Belle Meade Plantation
Address	: 5025 Harding Pike	Address	: 5025 Harding Pike
City	: Nashville	City	: Nashville
State	: TN	State	: TN
Zip	: 37205	Zip	: 37205
Phone	: 6152755818	Phone	: 6152755818

DEFICIENCIES

None found at time of inspection.

3YR DRY SYSTEM LEAKAGE TEST - Location: Dry Riser

Manufacturer	Tyco
Model	DPV-1
Did the system pass the leakage test?	Pass
Are there any other deficiencies present?	No

AGREEMENT

Please read carefully. We are not an insurer. Our maximum liability is limited to \$250.00. Vendor shall not be responsible for the improper operation of any inspected equipment that, after serviceman has left premises, has been discharged, vandalized, tampered with or damaged. User acknowledges receipt of copy.

This report was reviewed with:

Koorsen Fire & Security.

Print Name : Richard Longfellow

Technician : Devin Harris

Signature :

Signature :

Date : 7/19/2022

Date : 7/19/2022

Koorsen Fire & Security • 698 Myatt Drive • Madison TN 37115
 888-566-7736 • info@koorsen.com

3YR Dry System Leakage Test

Page 1 of 1

Koorsen[®] **FIRE & SECURITY**

698 Myatt Dr.
Madison, TN 37115
Ph: 615/248-2837
Fax: 615/248-2842

Belle Meade Plantation Fire Sprinkler Deficiency Scope of Work

Stable has brass upright Grimes 1 1/2 Inch sprinklers 165 deg f dates 1965 – Need UL sample four (4) one from each corner of the stable sent off for testing.

4 heads replaced for testing and 6 spares for the spare head box.

1 Dry System In the stable due pressure test-3 year leak test due

Stable Dry System Water Motor Gong not operational - Investigate and correct-KFS will clean and lubricate

Seven (7) painted sprinklers in the Carriage House Outside sprinklers of the Carriage House have paint on top of the deflector - need surgery for make and model - roughly six sprinklers appear to have paint on the top of the deflector-will use lift o access.

2nd floor break room and first office from elevator missing chrome escutcheon

Missing FDC sign – will mount sign on post by hotbox

Visitors Center Wet System without Hydraulic Nameplate

No hydraulic nameplate for stable dry system.

Koorsen[®]

FIRE & SECURITY

Proposal # 10JPB Q11021

Date: 6/8/2022

Submitted to:

Belle Meade Plantation
5025 Harding Pike
Nashville, TN 37205
Richard Longfellow
615-275-5818
richard.longfellow@bellemeadeplantation.cc
SI Account Number 9497

Koorsen Fire & Security
698 Myatt Dr.
Nashville, TN 37115
Jon Britton-Inside Sales
Desk: (615) 238-6236
Cell/Text: (615) 870-2467
Jon.Britton@Koorsen.com
Office Fax: (615) 248-2842

We are pleased to quote you the following, subject to the terms and conditions:

Scope of work:

Koorsen Fire & Security will provide labor and material as follows: address the fire sprinkler deficiencies documented during the annual inspection. Please refer to the attached scope of work required.

Koorsen Fire & Security reserves the right to bill progressively should material orders and logistics of execution warrant. _____ TN License # 00001275

Exclusions:

Price does not include troubleshooting or repairs of problems existing on system other than what is described above. Any additional work will be billed.

- ☒ Price includes a lift for necessary access
- ☒ Price does not include any associated fees
- ☒ Work will be completed during normal Koorsen business hours

Sub Total \$	\$5,790.50
Sales Tax \$	\$76.82
Total \$	\$5,867.32

I have read the attached terms and conditions and accept them.

Approval Signature



Title CFO

Date 7/11/2022

KFS Signature

Title

Date



Compliance Report

04/18/2023

Project name: Belle Meade Historic Site & Winery
 5025 Harding Pike Nashville, TN 37205
 Powell Project#: 22149

Report Date: April 18, 2023

Persons present while on site:

Michael Hedges – CFO, Belle Meade Winery
 Keith Hood – Belle Meade Winery
 Manley Seale – Director of Architecture, Powell

Powell representatives were present on-site Monday, April 17, 2023. Observations were made of the remedial work completed of the non-conforming life safety features identified in the Noncompliance Report provided by Powell on 12/21/2022. The Noncompliance report was provided as part of the independent review and certification requested by the City of Belle Meade in a letter provided by Mr. Douglas Berry dated October 5th, 2022. Observed structures include: The Coop and Scoop Ice Cream shop, The Fox Run Café, The Fox Run Covered Pavilion, Covered Outdoor Pavilion for the Winery, The Ice House, and The Rochford Loft for Culinary Arts, including the Loft Shop, above the Horse Carriage and Stable ("Carriage House").

The following nonconforming items were observed and noted to be now remediated and in compliance with the 2018 International Building Code:

1. **The Coop and Scoop Ice Cream Shop:**
 - a. Threshold at the front door must not exceed ½" with a chamfer or ¼" height. **(1010.1. Thresholds)- Threshold replaced and is in compliance**
2. **The Fox Run Café:**
 - a. The front door header is below the allowable 6'-8" minimum head clearance. **New compliant Egress Door has been provided and is in compliance.**
 - b. Exit sign provided above the egress door. **Exit sign has been provided and is in compliance.**
3. **The Fox Run Covered Pavilion**
 - a. 2 exits are required for an occupancy load greater than 49. **Second exit path was widened to bring it into compliance such that 2 exist are now provided.**
4. **Covered Outdoor Pavilion for the Winery**

Exhibit 6



Compliance Report

04/18/2023

- a. 2 exits are required for an occupancy load greater than 49. **2 exits have been provided and emergency egress lights are in place.**

5. The Ice House

- a. No non-compliant issues observed.

6. The Rochford Loft for Culinary Arts including the Loft Shop, above the Horse Carriage and Stable (Carriage House).

- a. 2 paths of egress must be provided for an occupancy load greater than 49. **Two compliant paths have now been provided.**
- b. A minimum head clearance of 80" must be maintained throughout the path of egress. **(1011.3 Headroom)**
 - i. The sliding door headers measures below 80" above finished floor. **The headers have been adjusted such that min. head is height is now 80".**
- c. An ADA compliant threshold must be maintained throughout the path of egress. **(1010.1.6 Landings at Doors, 1011.6 Stairway Landings)**
 - i. All stairs and ramps must provide a 5' landing at the top and bottom of the run. **Compliant landings are now provided.**
 - ii. The office loft has 4 stairs that terminate into a door without the 5' landing. **Doors have been removed and compliant landings are now provided.**
 - iii. The entrance door to the Rochford Loft has a ramp that terminates into a door without the 5' landing. **Compliant landing has now been provided.**
 - iv. The back stair top landing does not provide 5' clear. **Compliant landing has now been provided.**
- d. Egress Doors shall be of the pivoted or side hinged swinging type. **(1010.1.2 Door Swing) Doors in question have either been omitted as they are not needed.**
- e. Egress Stairways must maintain a clear headroom of 80" measured vertically from a line connecting the edge of nosing and must be continuous. The minimum clearance shall be maintained the full width of the stairway and landing. Ensure that modifications to any egress stair maintain an 80" clear headroom. **(1011.3 Headroom) The stairs have been modified to now be compliant.**
- f. Intermediate stair landings may not reduce the egress width. 44" minimum. 36" minimum when serving an Occupancy load of 49 or less. **(1011.2 Width and Capacity) The stairs have been modified to now be compliant.**
- g. Handrails shall return to the wall or walking surface and shall be continuous to the handrail of an adjacent flight of stairs or ramp run. Where handrails are not continuous between flights, the handrails shall extend horizontally not less than 12 inches (305 mm) beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. At ramps where handrails are not continuous between runs, the handrails shall extend horizontally above the landing 12 inches (305 mm) minimum beyond the top and bottom of ramp runs. The extensions of handrails shall be in the same direction of the flights of stairs at stairways and the ramp runs at ramps. **(1014.6 Handrail Extensions) The handrails have been modified to now be compliant.**



Compliance Report

04/18/2023

- h. Interior exit stairways must form a continuous protected enclosure. **The stairs have been modified to now be compliant.**
- i. Exit signs must be provided for exit to clearly denote the path of egress. **Exits signs have been provided.**
- j. Emergency lights must be provided and connected to the existing Fire Alarm. **This has been provided as required.**
- k. Verify that the HVAC system is connected to the Fire Alarm for automatic shutoff. **Duct Smoke Detectors have been provided.**

The above work completes our review of the life safety components of the afore mentioned structures and based on our observations of completed work, it is our opinion that the structures are now in compliance with the 2018 International Building Code.

Sincerely,

Manley Seale

Director of Architecture, AIA, NCARB

Powell LLC





STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL
500 James Robertson Parkway, Nashville, TN 37243-1162

PASS

Electrical Inspection

Permit Number:	2023051326 Standard Electr	Inspection Number:	556474185
Customer Name:	TODD ESCUE	Inspector:	FISHER, NEAL
Customer Address:	110 Leake Ave NASHVILLE TN 37205	Inspection Type:	Electrical Final Inspection 201-400
County:	Davidson	Inspection Start Date:	06/01/2023
Contractor Name:	ESCUE, JEFFREY T	Inspection End Date:	06/01/2023
Contractor Address:	1221 JONES ROAD TN 37075	Power Supplier:	1731-NASHVILLE ELECTRIC SERVICE
Contractor TN License #:	37927	Permit Fee:	0

Inspections do not warrant workmanship. Any inspection performed by an employee, agent or contractor of the State of Tennessee is performed solely for the purposes of enforcing the applicable electrical codes adopted in Tenn. Comp. R. & Regs. 0780-02-01, and may utilize a spot check performance standard. This inspection is not a comprehensive home inspection service, which is the responsibility of the owner.

Remarks:

Follow-up of safety inspection 556470500 - all 4 items noted on the safety inspection as not meeting the minimum standard have been correct to meet the standard.

NOTES:

The breaker panels mounted inside the men's bathroom was inspected and approved by another jurisdiction and as such will not be addressed by this agency

A new one (1) or two (2) family dwelling or townhouse shall not be occupied until the Department has issued a Certificate of Occupancy pursuant to Tenn. Comp. R. & Regs. 0780-02-23-.09.

The customer may request all inspections on www.core.tn.gov when the project is ready for the next inspection. For questions, comments, concerns or request inspections, please visit www.tn.gov/commerce/fire-prevention.html or call 615-741-7170.

Inspector:
FISHER, NEAL

NE

Date: 06/01/2023

Customer:
Not Available to Sign

Date: 06/01/2023

Exhibit 7